DECLARATION OF COVENANTS AND RESTRICTIONS OF SPRING CREEK ESTATES

STATE OF TEXAS §
§
COUNTY OF BELL §

KNOW ALL MEN BY THESE PRESENTS That, McLean Commercial, Ltd. ("Declarant"), being the owner of all the Property does hereby adopt the following restrictions, protective covenants, reservations, and conditions ("Covenants") for the mutual benefit of Declarant the benefit and interest of the neighborhood where said Property is located, and does hereby mutually covenant, conclude and agree as follows:

Declarant imposes the Covenants set forth herein on the Property described herein. All Owners and other occupants of any portion of the Property by their acceptance of their deeds, leases, or occupancy agree that the Property is subject to the Covenants.

The Covenants are necessary and desirable to establish a uniform plan for the Property in Spring Creek ("Development") and use of the Property for the benefit of all Owners. The Covenants run with the Property and bind all Owners, occupants, and any other person holding an interest in the Property.

Each Owner and occupant agree to comply with this Declaration and any related Governing Documents and agrees that failure to comply may subject them to a fine, damages, or injunctive relief.

Any owner of this Property or any portion of the Property shall have the right of enforcement of these Covenants through appropriate remedies as described in this document.

I.

PROPERTY SUBJECT TO THE DECLARATION

The property which is and shall be held, transferred, sold, and conveyed, subject to the covenants, conditions, restrictions, reservations, and charges hereinafter set forth is described as follows:

> All of the lots in SPRING CREEK ESTATES, a subdivision in Bell County, Texas according to the map or plat of record in the office of the County Clerk of Bell County, Texas, reference to which plat and its record reference is here made. ("Property")

II.

COVENANTS, CONDITIONS, RESTRICTIONS, AND RESERVATIONS

The Property is hereby encumbered by the covenants, conditions, restrictions, reservations, and charges hereinafter set forth to ensure the best and highest use and the most appropriate development and improvement of each lot for residential purposes within said subdivision; to protect owners of lots against improper use of surrounding lots; to preserve so far as practicable the natural beauty of said property; to guard against the erection of poorly designed or proportioned structures of improper or unsuitable materials; to encourage and secure the erection of attractive improvements on each lot with appropriate locations; to prevent haphazard and inharmonious improvements of lots; to secure and maintain proper setbacks from streets and adequate free space; and in general to provide for development of the highest quality to enhance the value of investments made by owners.

1) **Land Use and Building Type**. All lots in the Property shall be used only for approved single family residential purposes and shall be new construction only. No building shall be erected, altered, placed or permitted to remain on any lot that exceeds two stories in height. Each dwelling must have a minimum of a two-car garage. The garage may be a separate structure. At no time may any mobile home, manufactured home, manufactured housing, motor home (as a residence), or house trailer be installed, placed, and/or located on the Property.

2) **Dwelling Size and Type**. For Lots 1-14 in Block 1, Lots 1-13 in Block 2, Lots 1-10 in Block 3, Lots 1-10 in Block 4, and Lots 1-5 in Block 5, the total air-conditioned habitable area of a residential dwelling, as measured to the outside of exterior walls, but excluding open porches, garages, breezeways, patios and detached accessory buildings, shall be not less than 2,300 square feet.

For Lots 15-25 in Block 1, Lots 14-32 in Block 2, and Lots 6-30 in Block 5, the total air-conditioned habitable area of a residential dwelling, as measured to the outside of exterior walls, but excluding open porches, garages, breezeways, patios and detached accessory buildings, shall be not less than 2,700 square feet.

For all lots, the exterior exposed walls of the residential dwelling or any other structure (excluding glass and doors) must be at least 90% brick, stone, rock, or stucco. All masonry used is subject to specific ACC approval concerning color, style, and texture. Multi-story dwellings must have a ground floor area as defined above of not less than 1,800 square feet, exclusive of open porches, garages, breezeways, patios and detached accessory buildings open porches and garages.

3) **Exterior Dwelling Materials**. Dwellings shall not be adorned with stylistic ornamentation or details that are out of character with the image of the Development. All painted Improvements and other painted structures (where the paint color and texture were originally approved by the ACC) on each Lot shall be repainted by the Owner(s) thereof at their own expense as often as is reasonably necessary to ensure the attractiveness and aesthetic quality of such Improvement. The

subsequent approval of the ACC for such repainting shall not be required so long as neither the color scheme nor the arrangement of the colors of any Improvements, nor the color of any paint thereon is materially altered. The ACC shall have the right to review and approve exterior screen doors, storm doors and security gates and bars as exterior residential materials.

4) **Accessory Buildings/Structures**. Any Accessory Building or Structure may not be built until construction of the appurtenant Dwelling has commenced. Any accessory building or structure must be built on a concrete pad and the exterior and roof of any accessory building or structure must match the type and color of the exterior of the appurtenant Dwelling. All accessory buildings or structures must be newly erected upon a lot with all new materials. No improvements, accessory buildings, or structures, prefabricated or otherwise pre-built/pre-manufactured, may be moved onto any lot.

5) **Roof**. All roof pitches must be a minimum of 6 in 12. Acceptable roof materials shall include slate, clay tile, metal and composition materials where the type, weight, quality, and color have been approved by the ACC. Other materials must be specifically approved by the ACC. All roofs and roofing materials shall be in Earth Tones (including, but not limited to neutral colors such as driftwood, slate, etc.) which complement the exterior color of the dwelling and/or structure.

6) **Driveways**. All Driveways entering residential lots or building sites must be paved with concrete not less than eighteen (18) feet in width. Driveways shall have adequate turning radiuses. Adequate drainage structures must be installed by individual Lot Owners prior to construction of a driveway or entrance to a Lot or building site. This includes temporary driveways during construction. All driveways and such drainage structures must be approved by the Architectural Committee. The driveway from the public right-of-way for driveways to a side entry garage may be less than ten (10) feet in width as such driveway leads from the public right-of-way but widens to a minimum of eighteen (18) feet in width as it approaches and connects to the side-entry garage doors. All garages shall side-entry; there shall be no garage entries facing the front street of any lot. For corner lots, garage entries facing a side street are permitted subject to approval by the ACC.

7) **Building Location**. No building shall be located on any lot nearer than building set back lines per the recorded plat of this subdivision.

8) **Relocation of Buildings**. Construction of new buildings only shall be permitted, it being the intent of this covenant to prohibit the moving of any existing building onto a lot and remodeling or converting same into a dwelling unit in this subdivision.

9) **Architectural Control**. Declarant has designated certain individuals to comprise the initial architectural control committee (ACC), each of whom are generally familiar with the residential and community development design matters and knowledgeable about Declarant's concern for consistent design standards in Spring Creek. No building, dwelling, fence, walk, driveway, wall, landscaping, patios, decks, or any other structure or improvement of any kind

shall be erected, placed, commenced or altered on any lot, nor shall any exterior addition to or change or alteration therein be made, or any alteration to the topography be made, until the construction plans and specifications and a plan showing the location of the proposed improvement(s), including but not limited to, location of proposed buildings, walls, fences, driveways, landscaping, finished ground elevations, and shape, heights, and materials of proposed improvements have been approved in writing by the architectural control committee. The architectural control committee shall review the documentation provided and may consider, among other things, the quality of workmanship and materials, harmony of external design with existing structures, and location with respect to topography and finish grade elevation.

10) **Architectural Control Committee Membership**. The architectural control committee shall initially be the Declarant, its designees and/or appointed agents. Declarant hereby initially designates James D. McLean, Jr. and William E. Hickman to serve on the ACC to serve at the discretion of the Declarant. The address for the initial ACC members is 4300 Chantz Drive, Killeen, Texas. In the event of death or resignation of any member of the committee, the Declarant shall have full authority to designate a successor. The ACC may establish and charge reasonable fees for review of applications hereunder and may require such fees to be paid in full prior to review of any application. The Declarant shall serve as the ACC for a period of one (1) year from the date hereof. Upon the expiration of one (1) year from the date hereof, Declarant may elect to extend its period of service on the ACC for a period of one (1) additional year. In any event, at the termination of the Declarant's service on the ACC, Declarant will notify the owner of the lots in this subdivision of the successor members of the committee elected by the Association. Upon such election, the ACC shall thereafter at all times consist of at least three (3) members.

11) **ACC Procedure**. No Dwelling or other Improvements, including Accessory Buildings, landscaping, building, fences, signs, walls, decks, patios or other structures may be placed, erected, installed or made upon any Lot, nor shall any exterior addition to or change or alteration be made until the Plans, with a $200 fee (the "Application Fee"), are submitted to and approved by a majority of the members of the ACC. Plans shall be submitted to the ACC at least 30 days prior to the commencement of any construction or modification. The ACC is authorized to request the submission of samples of proposed construction materials and to hire professional consultants to assist in the reviewing an Owner's Plans. The ACC shall have the power and authority to make any such subjective judgments as the ACC may deem appropriate in its sole discretion.

12) **Approval of Plans**. The ACC's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representatives, fails to approve or disapprove within thirty days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required, and this condition will be deemed to have been fully satisfied. Further, the name, address and phone number of the builder(s) contracted to construct any of the improvements shall have been submitted to, and approved in writing,

by the architectural control committee. Notwithstanding anything contained herein to the contrary, the initial committee is hereby authorized, in its sole discretion, to waive any requirement or restriction set forth herein as it pertains to any lot or lots covered hereby, but such waiver shall not in any way constitute a waiver or release of any such restriction as it may pertain to any other lot or lots. Any decision by the architectural control committee involving the approval and/or disapproval of any structures or builder shall be final and binding on all parties.

13) **Proceeding with Work**. Upon receipt of approval as provided in Section H. above, the owner shall, as soon as practicable, satisfy all conditions thereof and proceed with the approved work. Unless such work commences within one year from the date of approval, such approval shall be deemed revoked, and the Owner must again seek approval pursuant to all the provisions herein.

14) **Tract Width**. No dwelling shall be erected or placed on any tract having an area of less than any platted lot in this subdivision.

15) **Fences and Walls**. All fences and walls must be constructed of all new materials of decorative wrought iron or pressure-treated cedar or pine, unless waived by Architectural Control Committee in writing, and must be maintained in like-new condition at all times by the owner. All walls and fences construction on a Lot must be approved by the ACC prior to construction and must not exceed six feet in height. All fencing must be in earth tones (including, but not limited to neutral colors such as driftwood, slate, etc.) or may be constructed out of wrought iron or other ornamental, decorative iron material that is black in color, and must blend with the natural environment and must compliment the dwelling on the Lot. No chain link fences or walls of any kind or white plastic fences or walls will be allowed. Except as otherwise provided herein, no fence shall ever be constructed, erected, placed or maintained forward of any front building line or setback line on each lot as shown on the recorded plat.

16) **Yard Maintenance**. All lots shall be kept at all times free and clear of debris, trash and materials. All grass, shrubbery, greenery and other landscaping shall be kept in good and orderly condition and neatly trimmed or mowed out to the curb of each lot. **Bell County is not responsible for any maintenance between back of curb and property line.**

17) **Transport Vehicles**. Trucks with tonnage in excess of 3/4 ton shall not be permitted to park on the property, and no vehicle of any size which normally transports inflammatory or explosive cargo may be kept on this property at any time.

18) **Other Vehicles**. Automobiles and non-commercial trucks and vans shall be parked only in garages or in the driveways serving the Lots unless otherwise approved by the ACC; provided, however, Declarant and/or the Association may designate certain on-street parking areas for visitors or guests subject to reasonable rules. Such vehicle shall be considered a nuisance and may be removed from the Development. Recreational vehicles, such as motor homes, boats, jet skis or other watercraft, trailers, other towed vehicles, motorcycles, "all terrain" vehicles, minibikes,

scooters, go-carts, golf carts, campers, commercial trucks and commercial vans may not be parked on a driveway or other area of a Lot that is visible from the street and must be fully screened from view. Dirt bikes and similar two-wheeled motorized vehicles are forbidden on all roads and other Common Areas within the Development.

19) **All Vehicles**. All vehicles, trailers, boats and motors must be in working order and have all licenses, registrations and inspections require for lawful use. No major repairs, rebuilding or overhauling of vehicles, boats or trailers, or storage of wrecked or inoperable parts shall be permitted on any lot.

20) **Landscape Plans**. Landscape and irrigation plans are required to be prepared and submitted to the ACC. These plans shall show the size, type, locations, and spot elevations of all existing trees to be preserved or to be removed (as the case may be) and all proposed landscape elements. Those Lots for which an irrigation system is required or proposed shall be designed such to minimize overspray onto adjacent yards, streets or Common Areas. Landscaping installed without the review and approval of the ACC is subject to removal if determined to be out of character with the natural settings that exist throughout the Development.

21) **Satellite Dishes and Antenna**. The ACC shall not prohibit the installation, maintenance or use of antennae used to receive video programming as described in the Over-the-Air Reception Devices Rule adopted by the Federal Communications Commission. An Owner shall be permitted to install or maintain video antenna, including direct-to-home satellite dishes less than one meter in diameter, TV antenna and wireless cable antenna on its Lot, subject to reasonable safety rules established by the ACC from time to time.

22) **Mechanical Equipment**. All utility meters, propane tanks, equipment, garbage receptacles, air conditioning compressors, transformers, swimming pool pumps and filters, etc. must be visually screened (so as not to be visible from any Lot, street or other Common Area). All electrical wiring services must be located underground.

23) **Exterior Lighting**. Landscape uplights are permitted as effective for accentuating plant material and other features. Holiday season lights may be appropriate and permitted from Thanksgiving through the first week of January so long as such lighting complies with all other terms of this document. Light fixtures and standards should be chosen to blend into and enhance the lot it is illuminating. Spillage of light or glare from one property to another should be avoided. Light shields and timer/sensor systems should be used in areas where spill-over is a potential problem. No high- or low-pressure sodium light shall be permitted.

24) **Nuisances**. No noxious or offensive activity shall be carried on upon the property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. A complaint to abate any nuisance shall first be filed, in writing, with the Declarant or Association Board. If the Declarant or Association Board does not resolve the complaint within thirty (30) days, the complainant may file an action in the District Court of Bell County, Texas for abatement of such nuisance. Each Owner will exercise reasonable care to avoid making or permitting to be made loud, disturbing, or objectionable noises or noxious

odors that are likely to disturb other Owners.

25) **Other Prohibited Activities.**

a) Any activity that is otherwise prohibited by the Governing Documents;
   i) Any illegal activity;
   ii) Any storage of –
      (a) Building materials except during construction or renovation of a Residence or a Structure;
      (b) Vehicles. Except vehicles in a garage or Structure or operable automobiles on a driveway; and/or
      (c) Unsightly objects unless completely shielded by a Structure;
      (d) Any commercial or professional activity except reasonable home office use that is incidental to the lot's residential use, conforms to all applicable legal requirements, utilizes or provides no external evidence of such use, and does not entail excessive visits to the lot by the public, employees, suppliers, or clients;
      (e) The renting of a portion of a Residence or Structure;
      (f) The drying of clothes in a manner that is visible from any street
      (g) Interfering with any drainage pattern
      (h) Occupying a Structure that does not comply with the construction standards of a Residence

26) **Temporary Structures**. No structure of a temporary character, mobile home, house trailer, basement, tent, shack, garage, barn or other out-building shall be used on the property at any time as a residence either temporarily or permanently.

27) **Signs**. No signs of any kind shall be displayed to the public view on the property except one professional sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

28) **Easements**.

a) Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change or retard the flow of water through drainage channels in the easements. The easement area of each tract and all improvements in it shall be maintained continuously by the owner of the tract, except for those improvements for which a public authority of utility company is responsible. No conveyance by Declarant of any Lot, or any interest therein, shall be deemed to be, or construed as, a conveyance or release of these easements, or any of

them, even though the conveyance purports to convey Declarant's entire interest therein, but such effect shall only arise if the conveyance specifically recites it to be the intention of Declarant to thereby convey or release an easement(s).

b) No dam or similar structure may be built on any creek or natural waterway which is established as a drainage easement. Dams may be built on creeks or natural waterways which are not so established as drainage easements, only if (I) written permission is obtained from owners of land adjacent to such waterway on both sides; (ii) such dam will not be built so as to back water up on or inundate the land of another owner, unless a written easement is obtained from such other owner; and (iii) such dam will not cause the flooding of any roadway. The owner of property on which a dam is located shall be obligated to maintain the same and keep it in a good state of repair.

29) **Oil and Mining Operations**. No oil drilling, puncturing of the surface for oil, gas, or hydrocarbons, or other minerals, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in the property, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in the property. No derrick or structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon the property.

30) **Livestock and Poultry**. No livestock, swine, or poultry of any kind may be raised, kept, bred, or maintained for any commercial purposes. No swine or chickens shall be raised, bred or kept on any lot for any purpose. No animals of any kind may be kept on any tract until a permanent residence is constructed and completed.

31) **Firearms**. Discharge of firearms of any kind is strictly prohibited. The term "firearms" includes "B-B" guns and firearms of all types. Hunting of any kind is absolutely prohibited. This includes the hunting of animals by firearms, bowhunting, traps, slingshots, or other means of harming, targeting, or entrapping wildlife or domesticated animals.

32) **Garbage and Refuse Disposal**. The property shall not be used or maintained as a dumping ground for rubbish. All refuse, including lawn and garden clippings and trash, shall be kept in containers of types which shall be approved by the Architectural Committee. In no event shall such containers be maintained so as to be visible from the street or neighboring property except to make them available for collection, and then only for the shortest time reasonably necessary to affect such collection. No open burning of garbage, trash or debris without prior approval of the Board of Directors. There shall be no dumping of grass clippings, leaves or other debris, rubbish, trash or garbage, petroleum products, fertilizers, or other potentially hazardous or toxic substances in any drainage ditch, stream, pond, or lake within the Development, except that fertilizers may be applied to landscaping on Lots provided care is taken to minimize runoff. Each Owner must maintain a dumpster on its Lot during construction of a Dwelling or Accessory Building for the disposal of all construction debris. No insulation wrappers may be discarded or left on a Lot unless within a dumpster. If an Owner fails to keep its Lot free of construction debris during construction of a Dwelling or

Improvements thereon, the ACC may elect to clean such Owner's Lot assess appropriate fees to the Owner to cover the ACC's expenses incurred with respect to such maintenance.

33) **Sewage Disposal**. All dwellings placed on Subject Property must meet all applicable laws, rules, standard and specifications.

34) **Animals and Pets.**

a) No animals, livestock, poultry, or Exotic or Dangerous Animal (as defined below) of any type may be raised, bred or kept on any Lot within the Subdivision, except for cats, dogs, or other generally recognized household pets (collectively "Pets"). An "Exotic or Dangerous Animal" is an animal that may pose a safety or health threat to the Property Owners in the Subdivision, their guests, invitees, or tenants, and includes, but is not limited to, the following:

i) dog breeds of pit bull and rottweiler, regardless of whether the animal is purebred, a mixed breed, or registered with the AKC or similar registration organization;
ii) poisonous insects, amphibians, or reptiles;
iii) boa constrictors and other constrictor reptiles;
iv) animals considered "feral" or wild by nature except guinea pigs, hamsters, and gerbils;
v) ferrets; and
vi) alligators.

b) Additional breeds of animals may be added to the definition of Exotic or Dangerous Animal from time to time, as determined necessary by the Declarant or Association Board (as applicable), in their sole discretion, and the Rules and Regulations will be amended to include such breed of animal.

c) No more than 4 Pets (in any combination, but in no event will the combination include more than 2 dogs and 2 cats) may be kept on a Lot. No Pet may be bred, kept, or maintained for any commercial purpose on a Lot. The Declarant (or Association Board) may grant authority to keep, maintain, or shelter more than the allowed number of Pets on a Lot, when the Declarant (or Association Board), pursuant to receipt of a written application, determines that such applicant has adequate shelter for, and is capable of keeping or maintaining the pets without posing a nuisance to other Owners. The authority may be terminated if its terms or other provisions of the animals and pets covenant are not complied with as determined by the Declarant (or Association Board) in its sole discretion.

d) All Pets must be kept in strict accordance with all local and state laws and ordinances (including leash laws), and in accordance with all rules established by Declarant or the

Association. All Pets must be vaccinated in accordance with local custom and laws. Each Pet must wear a tag provided by a licensed veterinary to evidence the up-to-date rabies vaccination. All Pets must be kept indoors, in a fenced area on the Owner's Lot (fenced with materials as required by the terms applicable to fences in these Covenants, or by electronic animal control device), or on a leash. It will be the responsibility of the owner of the Pet to prevent the animals from running loose or becoming offensive or a nuisance to other Owners of the Subdivision, their guests, invitees, or tenants. Offensive barking or howling, or other loud and/or extensive sounds made by a Pet is considered an "offensive activity" and is not permitted. It will be the responsibility of the owner of a Pet to clean up after their Pet when in the Common area or on the private property of any Owner's property. Pets are not permitted in any Common Area except on a leash.

e) The Declarant (or Association) may notify the Owner, in writing, of any offensive activity or other violation of this covenant and the steps required by Owner to correct the violation. If the Owner does not correct the violation and the violation continues; or if any Pet endangers the health of an Owner, his guests, invitees, or tenants, or creates a nuisance or an unreasonable disturbance, or is not a common household pet, as may be determined by Declarant or the Association, in the Declarant or the Board's sole discretion, the Pet must be permanently removed from the Subdivision upon 7 days' written notice as provided herein to the offending Owner. Declarant (or Association Board) may exercise all of its remedies allowed under the Restrictive Covenants, the Declaration or by law to have the Pet or animal permanently removed from the Subdivision. If the offending Owner does not correct a violation and the violation continues, or does not remove the Pet or animal upon written request made by Declarant or the Board, the offending Owner will be in violation of the Covenants of the Restrictive Covenants and/or the Declaration and subject to any fine imposed by the Association in accordance with the Declaration.

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

i) Molests passersby or passing vehicles;
ii) Attacks other animals or persons without provocation;
iii) Is unlicensed or is not vaccinated as required by the Restrictive Covenants;
iv) Is repeatedly at large;
v) Turns over garbage cans;
vi) Barks, whines, or howls in an excessive, loud, continuous, or untimely fashion, so as to unreasonably disturb persons; or
vii) Whose owner fails to appropriately dispose of its feces, including from the pet owner's property when odor becomes offensive to others.

35) **Mailboxes**. U.S. mail delivery and deposit shall be to "cluster-type" mailboxes. Individual curbside mailboxes are not permitted.

36) **Withdrawal of Property**. Declarant reserves the right to amend this Declaration for the purpose of removing any portion of the Property from the terms and conditions of this Declaration. Such amendment shall not require the consent of any Person other than the Owner of the property to be withdrawn, if not Declarant.

37) **Compliance**. Each Owner will comply with the provisions of the Governing Documents and any other policies or Rules adopted by the Declarant, any Association Board of Directors or the ACC to supplement the Governing Documents, as any of these may be revised from time to time. Additionally, each Owner shall be responsible for ensuring compliance with the Governing Documents by all Persons using or occupying such Owner's Lot, including its guests, visitors, agents, employees and invitees. If a Rule requires, prohibits or permits conduct by an "Owner" or "Tenant," each of those terms shall be deemed to include the other, and applies to all persons for whom an Owner or Tenant is responsible.

38) **Variance**. Circumstances may warrant waiver or variance of these covenants, conditions, restrictions, reservations and charges. To obtain a waiver or variance, an Owner must make written application to the Declarant, or Association Board, who will consider such request and respond to the Owner in accordance with the Governing Documents. If the application is approved, the waiver or variance must be in writing, and may be conditioned or otherwise limited.

39) **Term**. Unless otherwise terminated or amended as permitted herein, the provisions of this Declaration shall run with and bind the Property and will remain in effect from the date this Declaration is recorded perpetually to the extent permitted by all legal requirements.

40) **Enforcement**. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. If the owner of any lot, or their heirs, executors, administrators, successors, assigns, or tenants shall violate or attempt to violate any of the covenants set forth in this declaration, it shall be lawful for any person or persons owning any lot encumbered by this declaration, and/or the Declarant to prosecute any proceedings against the person or persons violating or attempting to violate any such covenant. The failure of the owner or tenant to perform his obligations hereunder would result in irreparable damage to the Declarant and other owners of lots in Spring Creek and the adjacent Spring Creek subdivision, thus the breach of any provision of this declaration may not only give rise to an action for damages at law, but also may be enjoined by an action for specific performance in equity in any court of competent jurisdiction. In the event enforcement actions are instituted and the enforcing party recovers, then in addition to any remedies available at law or in equity, court costs and reasonable attorney fees shall be assessed against the violator.

41) **Severability**. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect. If one of the foregoing is subject to more than one interpretation, the interpretation which

more clearly reflects the intent hereof shall be enforced.

42) **Amendment**. Declarant has the exclusive right to unilaterally amend this Declaration in its sole discretion so long as Declarant owns any interest in the Property. Such amendment shall not require the authorization or consent of the other Property owners or any Members or the Board of Directors of any Association Board. No amendment may affect Declarant's rights under this Declaration without Declarant's prior written consent, which must be part of the recorded amendment. This Section 38 may not be amended without Declarant' s prior written consent.

43) **No Waiver**. The failure of the Declarant or Association to enforce a provision of these Rules does not constitute a waiver of the right of the Declarant or Association to enforce such provision in the future.

III.

MEMBERSHIP

Every Owner shall automatically be a Member of the Spring Creek Estates of Bell County Property Owners' Association, Inc. ("Association") Membership shall be appurtenant to and may not be separated from ownership of a Lot. Membership and voting rights shall be governed by the Governing Documents of the Association.

IN WITNESS WHERE OF, Declarant has executed the Original Declaration and this document on FEB. 19, 2019.

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

By: _____
James D. McLean, Jr., 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 that he executed same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on the 19th day of February, 2019.

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

M S Villalpando
Notary Public, State of Texas

****** Electronically Filed Document ******

Bell County, Tx
Shelley Coston
County Clerk

Document Number: 2019-8331
Recorded As : ERX-RECORDINGS

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Parties:

Direct- MCLEAN COMMERCIAL LTD
Indirect- SPRING CREEK ESTATES

Receipt Number:	**362383**
Processed By:	**Sandra Martinez**

(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

AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS OF SPRING CREEK ESTATES

STATE OF TEXAS §
§
COUNTY OF BELL §

THIS AMENDED AND RESTATED DECLARATION (herein so called), is made as of the date hereinafter set forth by McLean Commercial, Ltd. (hereinafter referred to as "Declarant").

RECITALS

A. Declarant owns All of the lots in SPRING CREEK ESTATES, a subdivision in Bell County, Texas according to the map or plat of record in the office of the County Clerk of Bell County, Texas, reference to which plat and its record reference is here made. ("Property")

B. Declarant executed that certain Declaration of Covenants and Restrictions for SPRING CREEK ESTATES dated February 19, 2019 (the "**Original Declaration**"), recorded in Document No. 2019-8331 of the Official Public Records of Bell County, Texas, imposing certain covenants and restrictions on said Property.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS, THAT Declarant, acting herein by and through its undersigned duly authorized representative, does hereby amend the Original Declaration as provided herein and other than as amended herein, fully restates the Original Declaration with the intention of the Original Declaration and this Amendment being read together to affect the Property as provided in such documents, and which shall run with the Property and shall be binding on all parties having any right, title or interest in or to the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof. Each contract or deed which may hereafter be executed with regard to the Property or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to the following covenants, conditions and restrictions regardless of whether or not the same are set out or referred to in said contract or deed.

1. The Original Declaration is hereby amended to add the following definition.

"Corner Lot." A corner lot is bound by street rights-of-way on at least two sides. The front of a corner lot is the side with the greater building setback distance.

2. Article III of the Original Declaration is amended by hereby include the following restrictions:

   All of the structures on any lot shall be built at least 10 feet from the side property line of any lot, except that they shall be built at least 15 feet from the side property line of a corner lot abutting a street.

   All of the structures on any lot shall be built at least 10 feet from the rear property line of any lot.

3. Except as amended herein, the terms and conditions of the Original Declaration shall continue in full force and effect and are hereby ratified in their entirety.

IN WITNESS WHERE OF, Declarant has executed the Original Declaration and this document on 5/1, 2019.

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

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

TATE 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 that he executed same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on the 1st day of May, 2019.

_____
Notary Public, State of Texas

LORI S ORTIZ
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 01/26/23
NOTARY ID 130089553

****** Electronically Filed Document ******

Bell County, Tx
Shelley Coston
County Clerk

Document Number: 2019-17970

Recorded As : ERX-RECORDINGS

Recorded On:	**May 02, 2019**
Recorded At:	**11:22:33 am**
Number of Pages:	**3**
Book-VI/Pg:	**Bk-OR VI-10824 Pg-667**
Recording Fee:	**$15.00**

Parties:

Direct- MCLEAN COMMERCIAL LTD

Indirect- SPRING CREEK ESTATES

Receipt Number:	**368804**
Processed By:	**Manuela Saunders**

(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

SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS OF SPRING CREEK ESTATES

STATE OF TEXAS §
§
COUNTY OF BELL §

THIS SECOND AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS OF SPRING CREEK ESTATES (herein "Second Amendment"), is made as of the date hereinafter set forth by McLean Commercial, Ltd. (hereinafter referred to as "Declarant").

RECITALS

A. Declarant currently owns property/lots in SPRING CREEK ESTATES, a subdivision in Bell County, Texas according to the map or plat of record in the office of the County Clerk of Bell County, Texas, reference to which plat and its record reference is here made ("Property").

B. Declarant executed that certain Declaration of Covenants and Restrictions for SPRING CREEK ESTATES dated February 19, 2019 (the "**Original Declaration**"), recorded in Document No. 2019-8331 of the Official Public Records of Bell County, Texas, imposing certain covenants and restrictions on said Property.

C. The Original Declaration provides that Declarant has the exclusive right to unilaterally amend the Original Declaration in its sole discretion so long as Declarant owns any interest in the Property without any authorization or consent from other Property owners or Members of the Board of Directors of any Association Board.

D. The Declarant previously amended the Original Declaration on May 1, 2019 by instrument filed of record in Volume 10824, Page 667, Official Public Records of Bell County, Texas.

E. The Original Declaration described under paragraph B. above and the first amendment dated May 1, 2019 described in paragraph D. above shall collectively be referenced in this document as "**Original Declaration**" for all purposes.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS, THAT Declarant, acting herein by and through its undersigned duly authorized representative, does hereby amend the Original Declaration as provided herein and other than as amended herein, fully restates the Original Declaration, with the intention of the Original Declaration and this Second Amendment being read together to affect the Property as provided in such documents, and which shall run

with the Property and shall be binding on all parties having any right, title or interest in or to the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof. Each contract or deed which may hereafter be executed with regard to the Property or any portion thereof shall conclusively be held to have been executed, delivered and accepted subject to the following covenants, conditions and restrictions regardless of whether or not the same are set out or referred to in said contract or deed.

1. The Original Declaration is hereby amended as follows:

   Upon the Declarant's conveyance of Lot Four (4) in Block One (1) of Spring Creek Estates subdivision to the Salado Water Corporation, the restrictive covenants in the Original Declaration regarding use of the property for single family residential purposes shall not apply to this lot so long as the Salado Water Corporation, its successor and assigns, uses Lot 4, Block 1 for the purpose stated below.

   The restrictions that shall not affect Lot 4, Block 1, as provided hereinabove include the following enumerated restrictions in the Original Declaration:

   1, Land Use and Building Type
   2, Dwelling Size and Type

   The Original Declaration shall be amended to provide that Lot Four (4) in Block One (1) of Spring Creek Estates may be used for the purpose of water delivery assistance to lots in the Spring Creek Estates subdivision through a ground water storage tank or other water storage facility. Such area shall be fenced at the Lot Owner's expense. The construction of or installation of any water storage facility and related appurtenances (including fencing) shall be subject to the remaining applicable restrictive covenants, including but not limited to aesthetic requirements and review by the ACC.

   In the event the property is no longer used for the specific purpose provided above, then all restrictive covenants in the Original Declaration (as subsequently amended) shall apply to Lot 4, Block 1.

2. Except as amended herein, the terms and conditions of the Original Declaration shall continue in full force and effect and is hereby ratified in its entirety.

IN WITNESS WHERE OF, Declarant has Executed this Second Amended and Restated Declaration of Covenants and Restrictions of Spring Creek Estates on MAY 6, 2020.

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

By: James D McLean Jr

James D. McLean, Jr., 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 that he executed same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on the 6th day of May, 2020, 2020.

LORI S ORTIZ
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 01/26/23
NOTARY ID 13008955-3

Notary Public, State of Texas

Bell County
Shelley Coston
County Clerk
Belton, Texas 76513

Instrument Number: 2020022000
As
RESTRICTIONS

Recorded On: May 08, 2020
Parties: MCLEAN COMMERCIAL LTD
To SPRING CREEK ESTATES
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: 2020022000
Receipt Number: 116998
Recorded Date/Time: 05/08/2020 10:56:39 AM
User / Station: ramiremg - BCCCD0642

Record and Return To:

Michalk Beatty and Alcozer
3106 S W S YOUNG DR
KILLEEN, TX 76542-2000

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