

DOC #2023020257

Pages 14

**RESTRICTIVE COVENANTS OF SUNSET ACRES,
A SUBDIVISION WITHIN THE E.T.J OF THE CITY OF TEMPLE,
BELL COUNTY, TEXAS**

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BELL

That, **3B DEVELOPMENTS, LLC, ORCHARD VALLEY HOMES, LLC, KCE HOMES, LLC, KENNETH CHIPMAN CONSTURCTION, LLC, and A.L. LEVEL CONSTRUCTION, LLC**, being the owners of all the tracts in the property described herein below does hereby adopt the following restrictions, protective covenants, and conditions for its mutual benefit and for the benefit and interest of the neighborhood where said properties are located, do hereby mutually covenant, conclude and agree as follows:

PROPERTY:

That certain **28.688 acres of land** being a part of the M Moreno Survey, Abstract No. 14, Bell County, Texas, and in the **within the City of Temple ETJ, Bell County, Texas**, which is more fully described in the Final Plat for Sunset Acres recorded in Instrument No. 2022065041, of the Official Records of Bell County, Texas.

I.

The restrictions which will apply to the property are as follows:

1. **ARCHITECTURAL CONTROL COMMITTEE.** The Architectural Control Committee ("ACC") will act and perform to maintain and protect the overall integrity of the development known as Sunset Acres. No improvements shall be erected, placed or altered on any lot, nor shall any landscape be performed unless complete plans, specifications, and plot plans therefore, showing exterior design, heights, building material and color scheme thereof, the location of the structure plotted horizontally and vertically, fencing, walls and the grading plan shall have been submitted to and approved in writing by the ACC as set forth hereinbelow.

2. **LAND USE AND BUILDING TYPE.** Lots shall only be used for residential purposes only. No building shall be erected, altered, placed or permitted on any lot that exceeds three stories in height. No lot may be used for business or commercial purposes. This provision will not prohibit a Lot owner's conduct of business activities that are merely incidental to the Lot owner's residential use within a residence so long as (1) the existence or operation of the business activity is not apparent, detectable or visible by sight, sound or smell from outside the residence; (b) the business activity conforms to all zoning requirements and other restrictive covenants applicable to the Property; (c) the business activity does not involve visitation of the residence by clients, customers, suppliers or other business invitees or door-to-door solicitation of the Lot Owner; and (d) the business activity is consistent with the residential character of the Subdivision and of the Lots, and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security

or safety of other Lot owners, as made be determine in the sole discretion of the ACC or the Academy Sunset Acres POA, Inc. ("POA"). The terms "business" as used in this paragraph will be construed to have its ordinary, generally accepted meaning and will include, without limitation, any occupation, work or activity undertaken on an ongoing basis that involves the manufacture or provision of goods and services for or to other persons other than the Lot owner's family, regardless of whether: (i) such activity is engaged full or part-time, (ii) such activity is intended to or does not generate a profit; (iii) a license is required therefore. Notwithstanding the above, the leasing of the entire residence will not be considered a business within the definition of this paragraph. This paragraph does not apply to any activity conducted by the Developer, or by a Builder, with respect to its development and sale of Lots.

Clothes Hanging Devices. Clothes hanging devices exterior to any improvement on a Lot shall not be permitted.

Window Coverings. No aluminum foil, reflective film or similar treatment shall be placed on windows or glass doors. All window treatments shall be properly maintained and aligned.

Athletic and Play Facilities. Basketball goals, swings, slides, playhouses, sandboxes, or any other sporting or play equipment (temporary or permanent) may not be attached to the front of a dwelling or located in a front or corner side (unfenced) yard without the consent of the ACC.

A/C Equipment. No air-conditioning, propone or other utility's apparatus shall be installed on the ground in front of a residence or on the roof of any dwelling. No air-conditioning apparatus shall be attached to any front wall or window of a residence. No air-conditioning apparatus, including evaporative cooler shall be visible from any public road or street (that is, such equipment or apparatus must be behind a fence or screen or behind the dwelling).

Fires. Except within fireplaces in a dwelling, equipment for outdoor cooking, or fully confined and properly constructed fire pits located behind a dwelling, no burning of anything shall be permitted anywhere on the Property.

3. **DWELLING SIZE AND BUILDING MATERIALS.** The floor area of the main structure, exclusive of open porches and garages, shall be not less than 2400 square feet. The exterior exposed walls of the residence must be at least 70% masonry product; i.e., brick, stone, stucco, or cement board (hardi-plank) or other such material approved in advance by the ACC. Multi-story dwellings must have a ground floor area of not less than 1600 square feet, exclusive of open porches and garages. Only composition 30-year shingle, tile or metal roofs may be used on residences and structures, unless otherwise approved by the ACC. All roofs must have a minimum 5/12 pitch slope unless otherwise approved by the ACC. Fascia, eaves and soffits shall be constructed of Hardy Plank or similar materials.

Chimneys. All chimneys, fireplace flues, and smoke stacks shall be architecturally compatible with the exterior walls of the dwelling or otherwise approved by the ACC.

4. **BUILDING LOCATION.** Except as otherwise noted on the Plat, no building shall be

located on any lot nearer than twenty-five (25) feet to the front lot line, or nearer than ten (10) feet to any side street line. No building shall be located nearer than ten (10) feet to an interior lot line. Any or all of these building setbacks may be changed or removed by written permission of the ACC, in its sole and absolute discretion, regarding individual circumstances.

5. **ACCESSORY BUILDINGS.** Every accessory building or structure, inclusive of such structures as a detached garage or storage building ("Accessory Building"), will be aesthetically compatible with the residence constructed on the lot to which the Accessory Building is appurtenant in terms of its design and material composition. Accessory Buildings may be metal fabricated but must have written approval of the ACC prior to construction. No more than one (1) Accessory Building, excluding one (1) chicken coop as specified in section 19, below, may be constructed on a lot upon which a residence has been built. No Accessory Building shall be taller than the main structure (residence) on the Lot. No Accessory Building shall be located on the Lot closer than back of the main structure (residence) on the Lot. The location, design, and building material of each and every Accessory Building must receive the written approval of the ACC prior to construction. All Accessory Buildings shall be construction of new materials.

6. **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 in this Subdivision.

7. **FENCES.** All fences must be constructed of all new materials, unless waived by ACC, and must be maintained at all times. All fence installation methods and materials must receive the written approval of the ACC prior to construction. No dwelling shall allow gray hurricane fencing or chain link fencing. No fence, wall or hedge shall be erected or maintained on any Lot nearer to the street than the building setback lines for the front and side yards, except for fences in conjunction with prohibiting access to any body of water on a lot (including lots 20 and 21). Fence pickets on fences facing a street or roadway must be assembled on the street side of the fence frame. The maximum height of any fence is six (6) feet, except along the rear lot lines of lots 2-13. Any fence or portion thereof that faces a street or roadway shall be constructed so that all structural members and, unless the ACC determines otherwise, supports posts will be on the side of the fence away from the street and not visible from any public right-of-way. The appearance of all fences on a Lot shall be of the same material and construction, and shall be uniform, except as permitted by the ACC.

8. **MAINTENANCE AND REPAIR.** Each lot owner will be solely responsible for the exterior maintenance upon his/her lot, including the maintenance of the residence, Accessory Building or other structure or improvements which are located on the lot. Each lot owner shall further maintain and care for all trees, foliage, plants, sod and lawns on the Lot. Each lot owner will, at his/her own cost and expense, repair the residence, Accessory Building or other structure or improvements which are located on the lot, keeping the same in a condition comparable to the condition of such improvement at the time of its initial construction, excepting only normal wear and tear. Such maintenance and repair to include but not limited to: (i) the replacement of worn and/or rotted components, (ii) the regular painting of all exterior surfaces, (iii) the maintenance, repair and replacement of roads, rain gutters, downspouts, exterior walls, windows, doors, walks,

drives, parking areas and other exterior portions of the improvements to maintain an attractive appearance, and (iv) regular irrigation, weeding, mowing and edging of lawn and grass areas.

Except as permitted herein by a builder/contractor, no building materials may be stored on a lot, and any excess building materials not needed for construction and any building refuse will be promptly removed from each lot. Excess building materials may not remain on site visible from any direction for a period longer than thirty (30) days.

All lot owners agree to keep that portion of his/her lot that is visible from public roads or from the residences located on adjoining lots free from debris, trash, waste, and abandoned or disabled equipment, vehicles, or other types of vehicles.

Upon failure of any lot owner to maintain a Lot owned by him in the manner prescribed herein, the Developer or Property Owners Association, or either of them, at its option and discretion, but without any obligation to do so, but only after thirty (30) days written notice to such lot owner to comply herewith, may enter upon such lot owner's lot and undertake to maintain and care for such Lot to the condition required hereunder and the lot owner thereof shall be obligated, when presented with an itemized statement, to reimburse said Developer and/or the Property Owners Association for the cost of such work within ten (10) days after presentment of such statement.

9. **ANTENNA'S AND SATELLITE DISHES.** Radio, television or other receiving or transmitting antenna, satellite dish, or apparatus (receiving device) installations are not permitted to be visible from a street unless it is impossible to otherwise receive such signals. In the event street visible installation location is approved, screening may be required. The type and installation method and location of all receiving devices must receive the written approval of the ACC prior to construction.

10. **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. A lot owner may do no act or any work that will impair the structural soundness or integrity of another building or impair any easement, nor do any act nor allow any condition to exist which will adversely affect the property or other lot owners within the Subdivision.

11. **RECIPROCAL EASEMENT AGREEMENT AS TO LOTS 20 AND 21.** Lots 20 and 21 share a body of water (a "Pond"), which is within the drainage easement, as defined and shown on the Plat. Each owner of Lots 20 and 21 shall limit the access of unwanted visitors and trespasser to the Pond, such as by constructing and maintaining a fence around the Pond. However, no such fence shall interfere with the drainage easements and its requirements. Upon failure of any lot owner to limit the access of unwanted visitors and trespasser to the Pond in the manner prescribed herein, the Developer or Property Owners Association, or either of them, at its option and discretion, but without any obligation to do so, but only after thirty (30) days written notice to such lot owner to comply herewith, may enter upon such lot owner's lot and construct, maintain or repair any fence or structure around the Pond and the lot owner thereof shall be obligated, when presented with an itemized statement, to reimburse said Developer and/or the Property Owners Association for the cost of such work within ten (10) days after presentment of such statement.

Nothing herein shall limit or change each Lot owners' responsibilities or obligations as prescribed by the Plat. In addition to those responsibilities or obligations as prescribed by the Plat, each Lot owner shall:

(a) Maintain that part of the shoreline of the Pond located upon their respective properties in a sightly and clean condition.

(b) Take no action to diminish or increase the water level of the Pond as shown on the Plat.

(c) Develop their respective properties in such a way that mud and debris from their respective properties shall not flow into the Pond.

(d) Not use any watercraft powered by gasoline or diesel engines on the Pond.

12. **TEMPORARY STRUCTURES.** No structure of a temporary character, prefabricated, modular or manufactured home or building, mobile home, portable building, 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. The construction of any storage or other Accessory Building must first be approved by the ACC. All buildings must be concrete foundation with building materials matching the exterior of the residence. However, with the approval of the Developer, the ACC, or a builder/contractor may erect and maintain such structures as are customary in connection with the sale of a lot or the construction of a residence, including, but not limited to, storage facilities, portable sanitary facilities, signs, and construction trailers.

13. **GARAGES, DRIVEWAYS, VEHICLES AND PARKING.** No front entry garage on a Lot may be constructed without ACC approval. Each residence must have at least a two-car garage accessed by a driveway. All driveways must be surfaced with concrete. Driveways may not be surfaced with dirt, gravel, shell or crushed rock. Garages may be detached or attached to the residence or to breezeways or covered porches attached to the residence. Garages must have operable doors to facilitate vehicular parking inside. Garage doors are to be sectional and roll-up in design. The garage door exterior must be painted or stained to harmonize with the residence and other residences within the Subdivision, and shall at no time contain "garage door art" of any kind, whether painted or applied.

All overnight parking (including period longer than six hours during the day), of resident vehicles must be in driveways or garages. Recreational Vehicles of any type or size are only permitted in garages or Accessory Buildings. No commercial vehicle classified as two tons or larger, semi-truck or 18-wheeler, bucket truck, dump truck, box truck, moving truck or van, or other large commercial vehicles may be kept, parked or maintain on any Lot or street within the Subdivision.

No lot or street of the Subdivisions may be used for parking or storage, temporary or otherwise, of any junked, abandoned or inoperable vehicle, trailer or boat, or any part thereof. Vehicle repair and maintenance (other than washing) is permitted only when performed inside garages. No vehicle of any size which normally transports inflammatory or explosive cargo may be kept on the property at any time. Trailers may be kept or stored on any Lot so long as they are not visible from any street or other Lot and are in an operable condition. No more than two (2) trailers may be kept or maintain on any Lot.

The POA shall be authorized to tow any vehicle in violation of this restriction but only after three (3) days written notice to such lot owner to comply herewith, and the lot owner thereof shall be obligated, when presented with an itemized statement, to reimburse said Developer and/or the Property Owners Association for the cost of tow within ten (10) days after presentment of such statement.

14. **SIGNS.** No sign of any kind shall be displayed to the public view on the property except one professional sign of not more than two square feet advertising the property for sale or rent, or signs used by a builder to advertise during the construction and sales period. No excessive or large yard ornaments are permissible.

15. **LANDSCAPING.** To ensure general uniformity of appearance of the front yards of Dwellings in the Subdivision, each front yard must have a minimum of two (2) 2-inch- or greater caliper tree. For those lots where the front yard does not have the minimum require trees in place by nature, such trees shall be properly planted by the Lot Owner within sixty (60) days after completion of the home construction. Lot Owners must maintain all trees on their respective Lot at all time. The only acceptable species to fulfill the minimum require in this paragraph are: Live Oak, Red Oak, Post Oak, Bradford Pear, Chinquapin Oak, and Native Cedar Elm.

16. **WATER SUPPLY SYSTEMS.** No individual water supply systems will be permitted on any Lot.

17. **EASEMENT.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material 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 Lot, except for those improvements for which a public authority of utility company is responsible. No dam or similar structure may be built on any creek or natural waterway which is established as a drainage easement. Fencing in this easement area will be permitted, provided it does not obstruct or alter surface drainage.

18. **OIL AND MINING OPERATIONS.** No oil drilling, 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.

19. **ANIMALS AND PETS.** No animals, livestock or Exotic or dangerous animals of any type may be raised, bred, kept or maintained on any Lot, except cats, dogs or other generally accepted household pets (collectively "Pets"). No more than four (4) Pets (in any combination, but in no event will the combination include more than two (2) dogs and two (2) cats) may be kept on a Lot. All Pets must be kept in strict accordance with all local and state laws and ordinances (including leash laws). All Pets must be vaccinated in accordance with local custom and laws. All Pets must be kept indoors, in a fenced area (fenced with materials described herein or by an

electronic animal control device) or on a leash. It will be the responsibility of the owner of the Pet to prevent the Pet animal(s) from running loose or becoming a nuisance to other owners or occupants. Offensive barking or howling is considered a "nuisance" or "offensive activity" and is not permitted. It will be the responsibility of the owner of the Pet(s) to clean up after their Pet(s) when on streets within the Subdivision or property owned by the POA.

An "Exotic or Dangerous Animal" is an animal that may pose a safety or health threat to a Lot Owner, their guest, invitees, tenants, and includes, but may not be limited to, poisonous insects, amphibians, or reptiles; boa constrictors or other constrictor reptiles; hogs or swine; animal considered "feral" or wild by nature; and alligators.

Chickens may be kept or maintained but not for any commercial purposes or for commercial egg production. No chickens shall be kept between any roadway and the closest point of any residence on said Lot or within 25 feet of any interior lot, unless it is inside a pre-approved building structure. Such chickens shall be kept from the view of any neighboring Lot and the roadway by way of a building/coop contingent upon approval by the ACC. Chickens shall be kept within a predator-resistant coop or chicken enclosure at all times and shall not be permitted to run at large. Coops and chicken enclosures shall be securely constructed, well-ventilated and kept in a clean, dry and sanitary condition at all times. Provision shall be made for the storage and removal off site of chicken waste (manure). Such waste shall not create a nuisance or health hazard to adjoining property owners. All chicken feed or other material intended for consumption by chickens shall be kept in containers impenetrable by rodents, insects or predators. Roosters, capons, ducks, crowing hens, guineafowls, or any other poultry/birds are strictly prohibited from being on any Lot, permanently or temporarily. The outdoor slaughtering of chickens is prohibited. The maximum number of chickens that may be kept is five (5).

20. **GARBAGE AND REFUSE DISPOSAL.** The property shall not be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

21. **SUBDIVIDING.** No lot shall be re-subdivided or joined, unless written permission is received from the ACC, and unless done in compliance with all state, county and City requirements regarding subdividing said lots. No lot may be used for a street or thoroughfare without the express written consent of the ACC.

22. **WASTER WATER TREATMENT SYSTEM.** No individual sewage disposal system will be permitted on any lot unless such system is designed, located and constructed in accordance with requirements, standards and recommendations of the Bell County Health District. Approval of such systems as installed will be obtained from such authority prior to any site work.

23. **COMMON AREA.** Tract A, as shown on the Final Plat of the Subdivision, shall be owned by the ACADEMY SUNSET ACRES POA, Inc. Each Owner has an easement in and to the Common Area, subject to the right of the Property Owners Association to suspend an Owner's right under the Governing Documents, grant and easement approved by the Board over the

Common Area for utility, drainage, fencing or other purposes, and dedicate or convey any of the Common Area for public purpose, on approval by a vote of two-thirds of the Members at a meeting in accordance with the Bylaws. An Owner's right to use and enjoy the Common Area extends to the Owner's family, guests, agents and invites, subject to the Governing Documents. An Owner may not erect or alter any Structure on, or clear, landscape, or disturb any Common Area except as approve by the Board. An Owner is liable to the Property Owners Association for damage to Common Areas caused by the Owner or the Owner's family, guests, agents and invites in accordance with the law. The Property Owners Association may erect any structure it deems necessary or appropriate on the Common Area.

24. **ARCHITECTURAL CONTROL.** No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the ACC as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation.

25. **ARCHITECTURAL CONTROL COMMITTEE MEMBERSHIP.** The ACC is composed of Robert Alex Bass, Robert K. Bass and Jay R. Beatty. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representatives shall be entitled to any compensation for services performed pursuant to this covenant. At any time after the withdrawal of the original committee members, a majority of the record owners, shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

Members of the ACC will not be liable to any person (including owners of any Lot within the Subdivision and builders/contractors) subject to or possessing or claiming any benefits under these Restrictive Covenants for any damage or injury to the property of others arising out of their acts.

26. **COMMITTEE PROCEDURE.** The committee'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 (30) days after plans and specifications have been submitted to it, or in any event, if not suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

Upon application of any builder/contractor in the Subdivision, the ACC is authorized to approve temporary uses that would not otherwise be allowed by these Restrictive Covenants. Such exceptions may be authorized only after a finding that the proposed temporary use will be for the benefit of future residence of the Subdivision.

Prior approvals of disapprovals of the ACC pertaining to any improvement or activity or regarding matters of design or aesthetics will not be deemed binding upon the ACC for later requests for approval if the ACC feels that the repetition of such matters will have an adverse effect on the

Subdivision.

27. **ARCHITECTURAL CONTROL COMMITTEE POWERS.** The Architectural Control Committee is hereby designed by the owner as the owner's representative as defined in V.T.C.A., Property Code Section 202.004 and is hereby authorized to enforce these covenants, but is further granted sole and absolute discretion as to whether or not to initiate an action for such enforcement. The ACC may be dissolved by a majority vote of the ACC members, which shall be recorded in the Official Records of Bell County, Texas.

28. **RESTRICTIVE COVENANTS TERM.** The Restrictive Covenants set forth above, and each of them, will be covenants running with the title of the Property, and every part thereof, and every re-subdivision thereof, until twenty (20) years from the date of these Restrictive Covenants, and after which time the Restrictive Covenants will be automatically renewed for successive periods of ten (10) years thereafter unless a majority of the then lot owners of the Subdivisions approve a change in the Restrictive Covenants in whole or in part, and file a written amendment of these Restrictive Covenants in the Official Public Records or Real Property Records of Bell County, Texas.

29. **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. All restrictive covenants and conditions shall apply to future remodeling of an additions to buildings and to rebuilding in case of total or partial destruction of any existing structure. Should it become necessary for developer, the ACC or a lot owner to retain the services of any attorney for the specific enforcement of the Restrictive Covenants contained herein, the person in violation of any of the Restrictive Covenants agrees to pay for reasonable attorney's fees and all other reasonable expenses in connection therewith.

30. **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.

WITNESS the execution hereof on this the 11th day of May, 2023.

3B DEVELOPMENTS, L.L.C.,
A Texas Limited Liability Company

BY:


ROBERT ALEX BASS

ORCHARD VALLEY HOMES, L.L.C.,
A Texas Limited Liability Company

BY:


ROBERT ALEX BASS

KCE HOMES, LLC
A Texas Limited Liability Company

BY:


BRANDON ADKENSEN

KENNETH CHIPMAN CONSTURCTION, LLC
A Texas Limited Liability Company

BY:


KENNETH CHIPMAN

A.L LEVEL CONSTRUCTION, L.L.C.,
A Texas Limited Liability Company

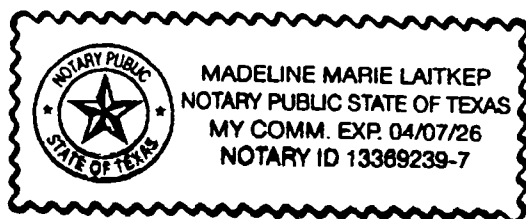
BY:



ERISLANDY ORTIZ

STATE OF TEXAS
COUNTY OF BELL

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared **ROBERT ALEX BASS**, President of **3B DEVELOPMENTS, L.L.C.**, 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 **3B DEVELOPMENTS, L.L.C.**, that he executed same as the act of such company for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on the 4th day of May, 2023.



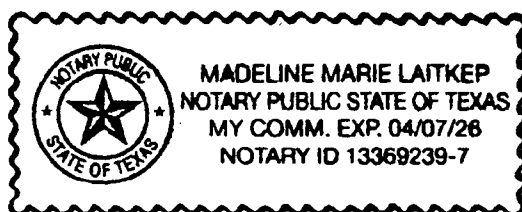


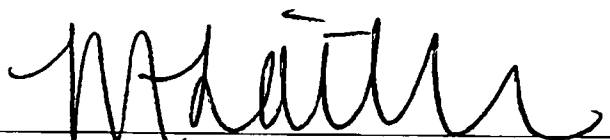
Notary Public, State of Texas

STATE OF TEXAS
COUNTY OF BELL

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared **ROBERT ALEX BASS**, President of **ORCHARD VALLEY HOMES, L.L.C.**, 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 **ORCHARD VALLEY HOMES, L.L.C.**, that he executed same as the act of such company for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on the 4th day of May, 2023.



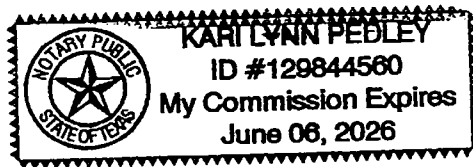


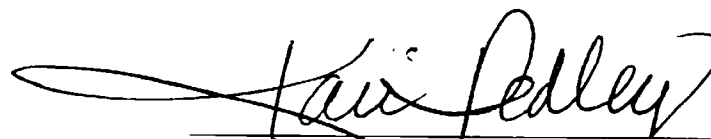
Notary Public, State of Texas

STATE OF TEXAS
COUNTY OF BELL

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared **BRANDON ADKINSON**, President of **KCE HOMES, L.L.C.**, 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 **KCE HOMES, L.L.C.**, that he executed same as the act of such company for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on the 4th day of May 2023, 2023.

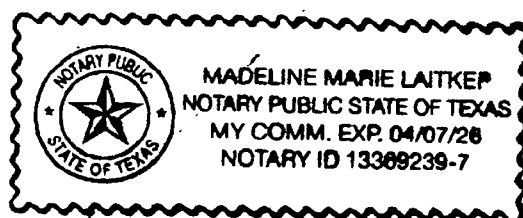


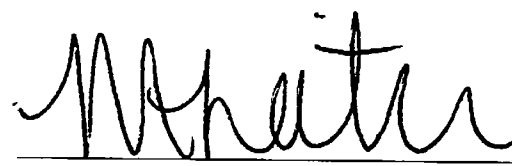

Notary Public, State of Texas

STATE OF TEXAS
COUNTY OF BELL

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared **KENNETH CHIPMAN**, President of **KENNETH CHIPMAN CONSTRUCTION, L.L.C.**, 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 **KENNETH CHIPMAN CONSTRUCTION, L.L.C.**, that he executed same as the act of such company for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on the 11th day of May, 2023.

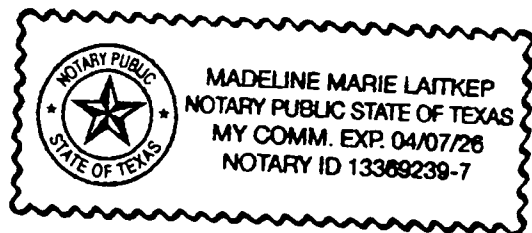



Notary Public, State of Texas

STATE OF TEXAS
COUNTY OF BELL

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared **ERISLANDY ORTIZ**, President of **A.L LEVEL CONSTRUCTION, L.LC.**, 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 **A.L LEVEL CONSTRUCTION, L.LC.**, that he executed same as the act of such company for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on the 11th day of May, 2023.





Notary Public, State of Texas

AFTER RECORDING, RETURN TO:
MICHALK, BEATTY & ALCOZER, L.P.
3106 SOUTH W.S. YOUNG DRIVE
BUILDING D, SUITE 401
KILLEEN, TEXAS 76542



**Bell County
Shelley Coston
County Clerk
Belton, Texas 76513**

Instrument Number: 2023020257

As

RESTRICTIONS

Recorded On: May 11, 2023

Parties: 3B DEVELOPMENTS LLC

To SUNSET ACRES

Comment:

Billable Pages: 13

Number of Pages: 14

(Parties listed above are for Clerks' reference only)

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

CLERKS RMF:	\$5.00
COURT HOUSE SECURITY:	\$1.00
RECORDING:	\$53.00
Total Fees:	\$59.00

******* 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: 2023020257

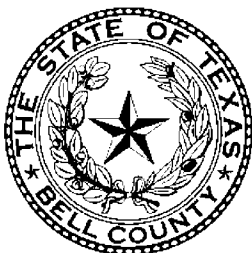
Receipt Number: 344315

Recorded Date/Time: 05/11/2023 11:47:16 AM

User / Station: zbranead - BCCCD0642

Record and Return To:

Michalk Beatty and Alcozer



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