

**RESTATED AND AMENDED DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR  
INDIAN RIDGE AT MESSER RANCH SUBDIVISION**

On December 20, 2018, a duly called Special Meeting of the Indian Ridge at Messer Ranch Homeowners Association was held at 263 Messer Ranch Road, Belton, TX, 76513. Nineteen (19) Lots out of the twenty-one (21) total were present in person or by proxy.

This Restated and Amended Declaration of Covenants, Conditions and Restrictions for Indian Ridge at Messer Ranch Subdivision (the "Restated Declaration") was adopted by an affirmative vote of nineteen (19) Lots at that meeting, which is 90.4% of the Lots subject to the Original Restrictions. The approval percentage exceeded the minimum 67% required to take the action of amending the Original Restrictions. Upon recording of this Amended and Restated Declaration of Restrictive Covenants, the Original Restrictions shall be of no further force and effect, and this Restated and Amended Declaration of Covenants, Conditions and Restrictions for the Indian Ridge at Messer Ranch Subdivision shall supersede and replace the Original Restrictions.

The Restated and Amended Declaration of Covenants, Conditions and Restrictions for Indian Ridge at Messer Ranch Subdivision shall read as follows:

**WITNESSETH:**

WHEREAS on May 23, 2005, John B. Messer, Sr. and Bill & Ann Messer Family Limited Partnership adopted that certain RESTRICTIVE COVENANTS FOR INDIAN RIDGE AT MESSER RANCH A SUBDIVISION IN BELTON, BELL COUNTY, TEXAS, (the "Original Restrictions"), filed for record in the Official Public Records of Real Property of Bell County, Texas as Document 2005-021901; and

WHEREAS, the subdivision known as INDIAN RIDGE AT MESSER RANCH SUBDIVISION (the "Subdivision") was created on the land described in Exhibit "A" and such other land as may be added thereto pursuant to the terms and provisions of this Declaration; and

WHEREAS, the Members of the Association desire to ensure the preservation of the values and the maintenance of the "Common Areas" (as defined herein), and to this end desire to further subject the Subdivision to the covenants, restrictions, easements, charges, and liens hereinafter set forth, each and all of which is and are for the benefit of the Subdivision and the owners thereof; and

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

NOW, THEREFORE, the Members of the Association declare that the Subdivision, and such phases or additions thereto as may hereinafter be made, is and shall be held, transferred, sold, conveyed, occupied, and enjoyed subject to the following covenants, restrictions, easements, charges, and liens hereinafter set

forth and shall hereafter be subject to the jurisdiction and assessments of the INDIAN RIDGE AT MESSER RANCH HOMEOWNERS ASSOCIATION INC, a domestic nonprofit corporation.

## ARTICLE I DEFINITIONS

**Section 1.1.** “**Association**” shall mean and refer to the Indian Ridge at Messer Ranch Homeowners Association, Inc, a domestic nonprofit corporation established for these purposes set forth herein.

**Section 1.2.** “**Builder**” shall mean and refer to any residential building company or individual acquiring Lots from the Declarant for the purpose of construction and sale of homes.

**Section 1.3.** “**Common Areas**” shall mean and refer to that portion of the Property, if any, conveyed to the Association, including, without limitation, those parcels identified as Common Area on the Plat.

**Section 1.4.** “**Common Maintenance Areas**” shall mean and refer to the Common Areas, if any, and the entrance monuments, drainage facilities and detention ponds, esplanade and right of way landscaping and such other areas lying within easements or rights-of-way as deemed appropriate by the Board of Directors of the Association for the preservation, protection, and enhancement of property values and the general health, safety or welfare of the Owners.

**Section 1.5.** “**Declarant**” shall mean and refer to John B. Messer, Sr. and Bill & Ann Messer Family Limited Partnership, their successors and assigns, who are designated as such in writing by Declarant, and who consent in writing to assume the duties and obligations of the Declarant with respect to the Lots acquired by such successor or assign.

**Section 1.6.** “**Declaration**” shall mean and refer to the Restated and Amended Declaration of Covenants, Conditions, and Restrictions for Indian Ridge at Messer Ranch Subdivision, and any amendments, annexations and supplements thereto made in accordance with its terms.

**Section 1.7.** “**Lot**” shall mean and refer to any plot of land indicated upon any recorded subdivision map or plat of the Property or any part thereof creating single-family homesites, with the exception of the Common Area, Common Maintenance Areas, and areas deeded to the public or to a governmental authority or utility, together with all improvements thereon.

**Section 1.8.** “**Owner**” shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, including contract sellers, but excluding those having an interest merely as security for the performance of an obligation.

**Section 1.9.** “**Plat**” shall mean and refer to the Plat of Indian Ridge at Messer Ranch Subdivision recorded in Cabinet D, Slide 19-D, of the Plat Records of Bell County, Texas, and the plat of any other properties made subject to the Declaration.

**Section 1.10.** “**Property**” shall mean and refer to the Subdivision, and such additions thereto as may be brought within the jurisdiction of the Association and be made subject to this Declaration.

**Section 1.11.** “**Unit**” shall mean and refer to any residential dwelling situated upon any Lot.

## ARTICLE II

### INDIAN RIDGE AT MESSER RANCH HOMEOWNERS ASSOCIATION

**Section 2.1. Membership.** Every Owner of a Lot shall be a member of the Association. Membership shall be appurtenant to and shall not be separated from ownership of any Lot. Every member shall have the right at all reasonable times during business hours to inspect the books of the Association.

**Section 2.2. Funding.** Subject to the terms of this Article II, the Declarant, for each Lot owned within the Property hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay to the Association: (1) annual assessments or charges, (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided, and (3) individual assessments levied by the Board against an Owner. Such assessments will remain effective for the full term (and extended term, if applicable) of the within covenants. The annual and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which such assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment or charge fell due. The personal obligation for delinquent assessments shall not pass to the successors in title of such Owner unless expressly assumed by them.

**Section 2.3. Annual Assessment or Charge**

- a. **Units Owned by Class A Members.** Subject to the terms of this Article, each Lot is hereby subject to an initial maximum maintenance charge of Two Hundred and No/100 Dollars (\$200.00) per annum (until such maintenance charge shall be increased as provided in the Bylaws of the Association), for the purpose of creating a fund to be designated and known as the "Maintenance Fund", which maintenance charge and annual assessment will be paid by the Owner or Owners of each such Lot in advance in monthly, quarterly or annual installments, commencing as to all Lots on which a completed Unit is then located on the conveyance of the first Lot to a Class A member and as to all other Lots as of the occupancy or sale (whichever is earlier) of a Unit thereon. The rate at which each Lot will be assessed, and whether such assessment shall be payable monthly, quarterly or annually, will be determined by the Board of the Association at least thirty days in advance of each affected assessment period. Said rate may be adjusted from time to time by the Board of Directors as needs of the Association may, in the judgement of the Directors, require pursuant to the Bylaws. The assessment for each Lot shall be uniform except as provided in Subsection (b) of this Section 2.3.

The Association shall, upon written demand and for a reasonable charge, furnish a certificate signed by an officer or agent of the Association setting forth whether or not the assessment has been paid for the assessment period.

- b. **Purposes of Maintenance Fund.** The Association shall establish a Maintenance Fund composed of Owners' annual maintenance assessments and shall use the proceeds of such fund in providing for normal, recurring maintenance charges for the Common Maintenance areas for the use and benefit of all members of the Association. Such uses and benefits to be provided by the Association may include, by way of clarification, and not limitation, any and all of the following: normal, recurring maintenance of the Common Maintenance area (including, but not limited to, mowing,

edging, watering, clipping, sweeping, pruning, raking, and otherwise caring for existing landscaping and the improvements to such Common Maintenance Areas, such as sprinkler systems, provided that the Association shall have no obligation (except as expressly provided hereinafter ) to make capital improvements to the Common Maintenance areas; payment of all legal and other expenses incurred in connection with the enforcement of all recorded covenants, restrictions and conditions affecting the property to which the Maintenance Fund applies; payment of all reasonable and necessary expenses in connection with the collection and administration of the maintenance charge and assessments; employment of policeman and watchmen, if any; caring for vacant lots; and doing any other thing or things necessary or desirable in the opinion of the of the Board of Directors of the Association to keep the Property neat and in good order, which is considered of general benefit to the Owners or occupants of the Property, it being understood that the judgement of the Board of Directors in the expenditure of said funds and the determination of what constitutes normal recurring maintenance shall be final and conclusive so long as such judgement is exercised in good faith. The Association shall, in addition, establish and maintain adequate reserve funds for the periodic maintenance, repair and replacement of improvements to the Common Maintenance Area. The Maintenance Fund shall be established and maintained out of regular annual assessments and Working Capital Assessments.

**Section 2.4. Special Assessments for Working Capital Fund, Nonrecurring Maintenance and Capital Improvements.** In addition to the annual assessments authorized above, the Association may levy special assessments as follows:

- a. Upon the sale of a Lot to a Class A Member, a special assessment (“Working Capital Assessment”) of \$200 shall be assessed to the buyer which shall be due and payable upon conveyance of the Lot to a Class A Member. The Working Capital Assessment may be set by the Board, from time to time.
- b. In any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any nonrecurring maintenance, or the acquisition, construction, reconstruction, repair, or replacement of a capital improvement upon any Common Maintenance Area, including fixtures and personal property related thereto may be assessed. The Association shall not commingle the proceeds of such special assessments with the Maintenance Fund. Such proceeds shall be used solely and exclusively to fund the nonrecurring maintenance or improvements in question.
- c. Special assessments shall not be effective unless approved by a majority vote of each class of member of the members present at a called meeting of members with quorum present.

**Section 2.5. Individual Assessments.** In addition to any other Assessments, the Board may levy an individual assessment (the "Individual Assessment") against an Owner and the Owner's Lot. Individual Assessments may include, but are not limited to: interest, late charges, and collection costs on delinquent Assessments; reimbursement for costs incurred in bringing an Owner or the Owner's Lot into compliance with this Declaration; fines for violations of the Restrictions; transfer-related fees and resale certificate fees; fees for estoppel letters and project documents; insurance deductibles; reimbursement for damage or waste caused by willful or negligent acts of the Owner, the Owner's guests, invitees or Residents of the Owner's Lot; common expenses that benefit fewer than all of the Lots which may be assessed according to benefit received; fees or charges levied against the Association on a per-Lot basis; and “pass

through” expenses for services to Lots provided through the Association and which are paid by each Lot according to the benefit received.

**Section 2.6. Non-payment of Assessments: Remedies of the Association.** Any assessment or charge not paid within thirty (30) days after the due date shall bear interest from the date due at the lessor of (i) eighteen percent (18%) per annum, or (ii) the highest rate of interest allowed by Texas law, as set from time to time. The Association shall have the authority to impose late charges to compensate for the administrative and processing costs of late payments on such terms as it may establish by duly adopted resolution, and the Association may bring action at law against the Owner personally obligated to pay the same. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Maintenance Areas or abandonment of his property.

**Section 2.7. Subordinated Lien to Secure Payment.** To secure the payment of the maintenance charge and assessments established hereby and to be levied on individual Lots as above provided, there is hereby reserved a lien for the benefit of the Association, said lien to be enforceable through appropriate proceedings at law or in equity; provided, however, that each such lien shall be specifically made secondary, subordinate, and inferior to all liens, present and future, given granted, and created by or at the instance and request of the Owner of any such Lot; and further provided that as a condition precedent to any proceeding to enforce such lien upon any Lot upon which there is an outstanding valid and subsisting lien, said beneficiary shall give the holder of such mortgage lien sixty (60) days written notice of such proposed action, such notice to be sent to such mortgage lienholder by prepaid U S registered mail, to contain the statement of the delinquent maintenance charges upon which the proposed action is based. Upon the request of any such mortgage lienholder, said beneficiary shall acknowledge in writing its obligation to give the foregoing notice with respect to the particular property covered by such mortgage lien to the holder thereof. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No sale, foreclosure or transfer shall relieve such Lot from liability for any assessment thereafter becoming due or from the lien thereof. The Association shall have the right to file notices of liens in favor of such Association in the Official Public Records of Real Property of Bell County, Texas.

**Section 2.8. Voting Rights.** The Association shall have one class of voting membership:

**a. Class A.** Class A members shall be all Owners, who shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members, but the vote for such Lot shall be exercised as they among themselves determine, and in no event shall more than one (1) vote be cast with respect to any Lot.

**b. Suspension.** All voting rights of an Owner shall be suspended during any period in which such Owner is delinquent in the payment of any assessment duly established pursuant to this Article II or is otherwise in default hereunder or under the Bylaws, Policies, or Rules and Regulations of the Association.

**Section 2.9. Association's Powers.** The affairs of the Association shall be conducted by the Board of Directors and such officers as the Board of Directors may elect or appoint, in accordance with the Articles and the Bylaws. The Board of Directors shall have the powers granted in this Declaration, the Articles, the Bylaws, and all powers provided by Texas law and all powers reasonably implied to perform its obligations and/or duties provided herein. In addition to the rights of the Association set forth in other sections of this Declaration, and subject to the applicable provisions of the Texas Business Organizations Code ("TBOC"), the Board of Directors of the Association, acting on behalf of the Association, shall have

all power allowed by the law of Texas to be exercised by nonprofit corporations, including, without limitation:

- a. the power and responsibility to maintain and administer the Areas of Common Responsibility and any additional properties which may come within the jurisdiction of the Association;
- b. to administer and enforce this Declaration and any other covenants and restrictions filed of record in the Real Property Records of the County and encumbering the Property;
- c. to collect and disburse the Assessments and charges thereof;
- d. to similarly deal with all additional properties which may come within the jurisdiction of the Association by annexation or otherwise, and all other property, real, personal and mixed, which the Association may acquire;
- e. to make, establish and promulgate, and in its discretion to amend from time to time, or repeal and re-enact, such rules, regulations, and Bylaws not in conflict with this Declaration, as it deems proper, covering any and all aspects of the Development (including the operation, maintenance and preservation thereof) or the Association;
- f. to keep books and records of the Association's affairs, and to make such books and records, together with current copies of this Declaration available for inspection by the Owners and Mortgagees, upon request during normal business hours; and
- g. the power and authority from time to time, in its own name and on its own behalf, or in the name of and on behalf of any Owner who consents thereto, to commence and maintain actions and suits to enforce, by mandatory injunction or otherwise, or to restrain and enjoin, and breach or threatened breach of this Declaration. The Association is also authorized to settle claims, enforce liens and take all such action as it may deem necessary or expedient to enforce this Declaration

### ARTICLE III

#### GENERAL POWERS AND DUTIES OF BOARD OF DIRECTORS OF THE ASSOCIATION

**Section 3.1. Purpose of Maintenance Fund.** The Board for the benefit of the Owners, shall provide and shall pay for out of the Maintenance Fund provided for in Article II above, the following:

- a. Taxes, assessments and other liens and encumbrances which shall be properly be assessed or charged against the Common Areas rather than against the individual Owners, if any.
- b. Case and preservation of the Common Maintenance Area.

- c. The services of a professional person or management firm to manage the Association or any separate portion thereof to the extent deemed advisable by the Board, provided that any contract for management of the Association shall be terminable by the Association, with no penalty upon ninety (90) days prior written notice to the managing party, and the services of such other personnel as the Board shall determine to be necessary or proper for the operation of the Association, whether such personnel are employed directly by the Board or by the manager.
- d. Legal and accounting services.
- e. A policy or policies of insurance insuring the Association against any liability to the public or to the Owners (and/or invitees or tenants) incident to the operation of the Association in any amount or amounts as determined by the Board of Directors, including a policy or policies of insurance as provided herein in Article IV.
- f. Workers compensation insurance to the extent necessary to comply with any applicable laws.
- g. Such fidelity bonds as may be required by the Bylaws or as the Board may determine to be advisable.
- h. Any other materials, supplies, insurance, furniture, labor, services, maintenance, repairs, structural alterations, taxes of assessments (including taxes or assessments assessed against an individual Owner) which the Board is required to obtain or pay for pursuant to the terms of this Declaration or by law or which in its opinion shall be necessary or proper for the enforcement of this Declaration.

**Section 3.2. Powers and Duties of Board.** The Board, for the benefit of the Owners, shall have the following general powers and duties, in addition to the specific powers and duties provided for herein and in the Bylaws of the Association:

- a. To execute all declarations of ownership for tax assessment purposes with regard to the Common Areas, if any, on behalf of all Owners.
- b. To borrow funds to pay costs of operation secured by assignment or pledge of rights against delinquent Owners if the Board sees fit.
- c. To enter into contracts, maintain one or more bank accounts, and generally to have all the powers necessary or incidental to the operation and management of the Association.
- d. To protect or defend the Common Areas from loss or damage by suit or otherwise and to provide adequate reserves for replacements.
- e. To make reasonable rules and regulations for the operation of the Common Maintenance Areas and to amend them from time to time.
- f. To make available for inspection by Owners within sixty (60) days after the end of each fiscal year an annual report, and to make all books and records of the Association available by Owners at reasonable times and intervals.

- g. To adjust the amount, collect and use any insurance proceeds to repair damage or replace lost property, and if proceeds are insufficient to repair damage or replace lost property, to assess the Owners in proportionate amounts to cover the deficiency.
- h. To enforce the provisions of any rules, regulations, or policies made hereunder and to enjoin and seek damages from any Owner for violation of such provisions, rules, regulations, or policies.
- i. To collect all assessments, charges or fees, and enforce all penalties for non-payment including the filing of liens and initiation of legal proceedings.

**Section 3.3. Board Powers Exclusive.** The Board shall have the exclusive right on behalf of the Owners to contract for all goods, services, and insurance, payment of which is to be made from the Maintenance Fund and the exclusive rights and obligation to perform the functions of the Board except as otherwise provided herein.

**Section 3.4. Maintenance Contracts.** The Board, on behalf of the Association, shall have full power and authority to contract with any Owner or other person or entity for performance by the Association of services which the Board is not otherwise required to perform pursuant to the terms hereof, such contracts to be upon such terms and conditions and for such consideration as the Board may deem proper, advisable and. in the best interest of the Association.

## ARTICLE IV

### TITLE TO COMMON AREAS

**Section 4.1.** The Association shall own all Common Areas in fee simple and assume all maintenance obligations with respect to any Common Areas which may be hereafter established.

**Section 4.2. Liability Insurance.** From and after the date on which title to any Common Area vests in the Association, the Association shall purchase and carry a general comprehensive public liability insurance policy for the benefit of the Association and its members, covering occurrences on the Common Areas. The policy limits shall be as determined by the Board of the Association. The Association shall use its best efforts to see that such policy shall contain, if available, cross-liability endorsements or other appropriate provisions for the benefit of members, Directors, and the management company retained by the Association (if any), insuring each against liability to each other insured as well as third parties. Any proceeds of insurance policies owned by the Association shall be received, held in a segregated account and distributed to the Association's general operating account, members, Directors, the management company and other insureds, as their interests may be determined.

**Section 4.3. Condemnation.** In the event of condemnation or a sale in lieu thereof of all or any portion of the Common Areas, the funds payable with respect thereto shall be payable to the Association and shall be used by the Association to purchase additional Common Areas to replace that which has been condemned or to take whatever steps it deems reasonably necessary to repair or correct any damage suffered as a result of the condemnation. In the event the Board of the Association determines that the funds cannot



be used in such a manner due to the lack of available land for additional Common Areas or for whatever reason, any remaining funds may be distributed to each Owner on a pro rata basis.

## ARTICLE V

### ARCHITECTURAL REVIEW

**Section 5.1. Architectural Control Committee.** A committee to be known as the Architectural Control Committee (the "ACC") shall be established consisting of three (3) members:

- a. The members of the ACC shall be appointed by the Board of Directors.
- b. The purpose of the ACC is to enforce the architectural standards of the community and to approve or disapprove plans for improvements proposed for the Lots.
- c. The ACC shall act by simple majority vote and shall have the authority to delegate its duties or to retain the services of a professional engineer, architect, designer, inspector, or other person to assist in the performance of its duties.

**Section 5.2. Scope of Review.** No building, fence, wall, outbuilding, pool, spa, propane tank, satellite dish, landscaping or other structure, improvement, or change to the exterior appearance of a Unit or Lot shall be erected, altered, added onto, or repaired upon any portion of the Property without the prior written consent of the ACC, provided, however, that repairs to structures previously approved in accordance with approved plans shall not be required, and improvements erected, altered, added onto or repaired by Declarant shall be exempt from the provisions of this Article V.

**Section 5.3. Submission of Plans.** Prior to the initiation of construction upon any Lot, the Owner thereof shall first submit to the ACC a complete set of plans and specifications for the proposed improvements, including but not limited to site plans, grading plans, landscape plans, floor plans depicting room sizes and layouts, exterior elevations, specifications of materials and exterior colors, and any other information deemed necessary by the ACC for the performance of its function. In addition, the Owner shall identify the identity of the individual or company intended to perform the work, along with projected commencement and completion dates.

**Section 5.4. Plan Review.** Upon receipt by the ACC of all of the information required by this Article V, it shall have thirty (30) days in which to review said plans. The proposed improvements will be approved if, in the sole opinion of the ACC: (i) the improvements will be of an architectural style and material that are compatible with the other structures in the Property; (ii) the improvements will not violate a restrictive covenant, or encroach upon any easement or building setback lines; (iii) the improvements will not result in the reduction in property value or use of adjacent property; (iv) the individual or company intended to perform the work is acceptable to the ACC; and (v) the improvements will be substantially completed, including all cleanup, within nine (9) months of the date of commencement. In the event that the ACC fails to issue its written approval within thirty (30) days of its receipt of the last of the materials or documents to complete the Owner's submission, the ACC's approval shall be deemed to have been DENIED without further action.

**Section 5.5. Non-conforming Structures.** If there shall be a material deviation from the approved plans in the completed improvements, such improvements shall be in violation of this Article V

to the same extent as if erected without prior approval of the ACC. The ACC, the Association or any Owner may maintain an action at law or in equity for the removal or correction of the non-conforming structure and, if successful, shall recover from the Owner in violation all costs, expenses and fees incurred in the prosecution thereof.

**Section 5.6. Immunity of ACC Members.** No individual member of the ACC shall have any personal liability to any Owner or any other person for the acts or omissions of the ACC if such acts or omissions were committed in good faith and without malice. The Association shall defend any action brought against the ACC or any member thereof arising from acts or omissions of the ACC committed in good faith and without malice. The Association shall defend any action brought against the ACC or any member thereof arising from acts or omissions of the ACC committed in good faith and without malice.

**Section 5.7. Address for Notice.** Requests for ACC approval or correspondence with the ACC shall be addressed to the Indian Ridge at Messer Ranch Architectural Control Committee and mailed or delivered to the principal office of the Association, or such other address as may be designated from time to time by the ACC. No correspondence or request for approval shall be deemed to have been received until actually received by the ACC in form satisfactory to the ACC.

**Section 5.8. No Liability.** Neither Declarant, the Association, the ACC, the Board nor the officers, directors, members, employees and agents of any of them, shall be liable in damages to anyone submitting plans and specifications to any of them for approval, or to any Owner affected by the Declaration by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every owner agrees that it will not bring any action or suit against Declarant, the Association, the ACC, the Board, the manager, or the officers, directors, members, employees and agents of any of them, to recover any such damages and hereby releases, and waives all claims, demands and causes of action arising out of or in connection with any act, mistake, judgment, negligence or nonfeasance and hereby further waives the provisions of any law which provides that a general release does not extend to claims, demands and causes of action not known at the time the release is given.

**Section 5.9. Governmental Authorities.** Declarant, its successors and assigns, and all future Owners and their successors and assigns by their acceptance of their respective deeds, and the Association shall be bound by and subject to all laws, ordinances, rules or regulations. No improvements or additions or change or alteration thereof shall be constructed, erected, placed, altered or maintained on the Property, including the Common Areas, which is in violation of the laws and ordinances of the County of Bell, or any other applicable governmental laws, rules or regulations. Notwithstanding anything to the contrary herein contained, Declarant, the Association, the ACC, the Board, and their respective officers, directors, agents and employees shall have no obligation to assume the enforcement of any such law, ordinance, rule or regulation.

**Section 5.10. No Liability for Design Defects.** Plans and specifications are not approved for engineering or structural design or quality of materials, and by approving such plans and specifications neither the ACC, the members thereof, nor the Declarant, the Board or the Association assumes liability or responsibility therefor, or for any defect in any structure constructed from such plans and specifications.

**Section 5.11. Construction and Design Guidelines.** The ACC may adopt such procedural and substantive rules, not in conflict with this Declaration, as it may deem necessary or proper for the performance of its duties.

**ARTICLE VI  
EASEMENTS**

**Section 6.1. Utility Easements.** The Association shall have the right to grant the easements described herein.

**Section 6.2. Declarant's Easement to Correct Drainage.** [SECTION DELETED]

**Section 6.3. Easement for Unintentional Encroachment.** [SECTION DELETED]

**Section 6.4. Entry Easement.** In the event that the Owner fails to maintain the Lot as required herein, or in the event of an emergency, the Association shall have the right to enter upon the Lot to make emergency repairs and to do other work reasonable necessary for the proper maintenance and operation of the Property. Entry upon the Lot as provided herein shall not be deemed a trespass, and the Association shall not be held liable for any damage so created unless such damage is caused by the Association's willful misconduct or gross negligence.

**Section 6.5. Drainage Easements.** Easements for installation and maintenance of utilities, stormwater infrastructure, stormwater retention/detention ponds, and/or a conservation area are reserved as may be shown on the recorded Plat. Within these easement areas, 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 hinder or change the direction of flow of drainage channels or slopes in the easements. The easement area of each Lot and all improvements contained therein shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority, utility company or the Association is responsible.

**ARTICLE VII  
USE AND OCCUPANCY**

Except as set forth in Article 9.1 of this Declaration, all Lots and dwellings shall be used and occupied for single family residence purposes. No Lot or dwelling may be used for commercial, institutional, agricultural or other nonresidential purpose if such use involves the attendance or entry of non-residents upon the Lot or otherwise diminishes, or results in odor, noise, or traffic inconsistent with, the residential character of the Lot or neighborhood. This prohibition shall not apply to "garage sales" provided that no Owner shall conduct more than one (1) garage sale of no more than two (2) days duration during any six (6) month period, or, the use of any Unit by Declarant or any other builder as a model home or sales office, or the use of any Lot as a site for a construction office trailer or sales office trailer by Declarant or any Builder.

**ARTICLE VIII  
PROPERTY RIGHTS**

**Section 8.1. Owners' Easements of Enjoyment.** Every Owner shall have a right and easement in and to the Common Areas and a right and easement of ingress and egress to, from and through said Common Areas, and such easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- a. The right of the Association to establish and publish Rules and Regulations governing the use of the Common Areas affecting the welfare of Association members.
- b. The right of the Association to suspend the right of use of the Common Areas and the voting rights of an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.
- c. The right of the Association, subject to the provisions hereof, to dedicate or transfer all or any part of the Common Areas, if any, to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Association. No such dedication or transfer shall be effective unless an instrument signed by Owners entitled to cast two-thirds (2/3) of the votes of each class of membership has been recorded agreeing to such dedication or transfer.
- d. All easements herein described are easements appurtenant to and running with the land; they shall at all times inure to the benefit of and be binding upon the undersigned, all of their grantees, and their respective heirs, successors, personal representatives and assigns.

**Section 8.2. Effect of Declaration.** Reference in any deed, mortgage, trust deed or any other recorded documents to the easements, restrictions and covenants herein described or to this declaration shall be sufficient to create and reserve such easements and covenants to the respective grantees, mortgagees, or trustees of said parcels as fully and completely as if those easements, restrictions and covenants were fully related and set forth in their entirety in said documents.

**Section 8.3. Rezoning Prohibited.** No Lot shall be rezoned to any classification allowing commercial, institutional or other non-residential use without the express consent of the Association. The Association may enforce this covenant by obtaining an injunction against any unapproved rezoning at the expense of the enjoined party.

## ARTICLE IX USE RESTRICTIONS

For transparency, clarity and ease of reference, these Use Restrictions are numbered in the same way as they appeared in the Original Restrictions. Some Use Restrictions have been omitted and are noted accordingly.

**Section 9.1. Lot Use.** No lot or any part thereof shall be used except for residential purposes, except that Lots 8, 9, and 10 may be used solely for "agricultural use" or "qualified open-space land" as defined in Section 23.51 of the Texas Property Tax Code. If the owner of Lots 8, 9, and 10 elects to use those lots for the aforementioned purpose, any provision of these restrictive covenants that conflicts with that use shall not apply to those lots during the time of that agricultural or open-space land usage.

**Section 9.2. Subdivision.** No lot or other lots shall be subdivided into smaller lots or parcels of land for the purpose of building thereon.

**Section 9.3. Deleted.** *See Article V of this Restated Declaration.*

**Section 9.4. Deleted.** *See Article V of this Restated Declaration.*

**Section 9.5. Prohibited Dwellings.** No existing building, trailer house or trailer, mobile home, basement, tent, shack, or garage shall ever be used as a dwelling, temporary or permanent.

**Section 9.6. Minimum Construction Requirements.** No residence or dwelling unit shall be erected upon any lot thereof, as permitted herein, which shall contain less than Two Thousand Two Hundred Fifty (2250) square feet, unless an exemption is granted by the ACC. Exterior walls must be at least eighty (80%) percent masonry, masonry veneer, rock or stucco, exclusive of windows and doors. Two story buildings must have a ground floor area of at least Fourteen Hundred (1400) square feet. Separate buildings, including detached garages, storage buildings and servant or guest houses, must conform to the architectural style of the main dwelling and must have at least Seven Hundred (700) square feet of floor space and a complete bathroom. Prefabricated or metal storage buildings may not be used. Roofing material for all building and dwelling on lots 7-21 shall be non-reflective.

**Section 9.7. Mailboxes.** Each mailbox shall be enclosed in masonry material identical to the masonry used on the house and must meet any requirements of the United States Postal Service.

**Section 9.8. Deleted.** *Redundant Use Restriction. See Section 9.5, Prohibited Dwellings*

**Section 9.9. Ongoing Applicability.** All restrictive covenants and conditions shall apply to future remodeling of and additions to buildings and to rebuilding in case of total or partial destruction of any existing structure.

**Section 9.10. Fences.** No fence shall be constructed or allowed to remain in front of the minimum building setback line, except that on Lots 8, 9, and 10, fencing approved by the ACC may be placed along the front property line, and all fences behind the minimum setback shall have a maximum height of six (6') feet. All front fences facing a street must be constructed of wood, wrought iron, or masonry material matching the architectural style of the dwelling, except that the style of the fencing along the front and sides of Lots 8, 9, and 10 is subject to the approval of the ACC.

**Section 9.11. Deleted.** *See Article V of this Restated Declaration.*

**Section 9.12. Nuisances; Offensive Activity.** No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

**Section 9.13. Prohibited Parking.** No lot, street, or alley of this subdivision shall be used for the parking or storage, temporary or otherwise, of any abandoned or inoperable vehicle, trailer or boat, or any part.

**Section 9.14. Vehicles.** No vehicle with tonnage in excess of one ton, camper, trailer, mobile home, motor home or boat shall be permitted to park overnight or for extended periods during the day, in, on or about the streets of said subdivision or park in, on or about the front or side yards therein. No boat, camper, trailer or any other vehicle shall be parked for storage in the driveway or yard in front of the respective house. Any storage of such shall be in a garage or other approved facility which, in the opinion of the ACC, will not cause an unsightly condition.

**Section 9.15. Pets; Livestock; Animals.** No animals, livestock, swine, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other normal household pets, but shall not exceed three, may be kept provided that they are not kept, bred, or maintained for any commercial purposes. Animals which are allowed on the premises by these restrictions shall not be allowed to roam the subdivision unattended, and must be kept in fenced enclosures, cages, or on a leash at all times. Notwithstanding this provision, cattle, horses and/or goats would be allowed on Lots 8, 9, and 10, if done in furtherance of gaining ad valorem tax exemptions as stated in Paragraph 1 above.

**Section 9.16. Dumping Prohibited.** No lot shall be used or maintained as a dumping ground.

**Section 9.17. Garbage; Refuse.** All garbage and trash shall be kept in properly covered receptacles and shall be stored in a safe and sanitary manner and kept out of sight except on collection days.

**Section 9.18. Mechanical Equipment; HVAC.** All mechanical equipment, including, without limitation, electrical meters, gas meters, and air conditioning compressors, or other similar items shall be located or screened so as to be concealed from view of neighboring lots and streets.

**Section 9.19. Exterior Decorations.** The ACC must approve any exterior decorations, including without limitation, sculptures, ornaments, fountains, flags, and similar items.

**Section 9.20. Satellite Dishes; Antennae.** No exterior antennas, aerials, satellite dishes, or other apparatus for the transmission of television, radio or other signals of any kind shall be placed, allowed or maintained upon any lot without the approval of the ACC.

**Section 9.21. Solar Equipment.** No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed on any lot unless it is an integral and harmonious part of the architectural design of the lot or dwelling, as determined by the ACC.

**Section 9.22. Privies.** No open or outdoor privies shall be placed or permitted to be placed in this subdivision.

**Section 9.23. Window A/C Units.** No window air conditioning units may be installed in any dwelling or building unless approved by the ACC.

**Section 9.24. Signs.** No commercial sign or poster of any kind shall be allowed on any lot of said subdivision except on a sign of not more than three (3) square feet in area advertising the property for sale or rent, or sign used by a builder to advertise construction on the lot.

**Section 9.25. Deleted.** *See Article V of this Restated Declaration.*

**Section 9.26. Mining; Drilling.** No oil, gas or other mineral operations of any nature shall be permitted in said subdivision including the buildings, well, tanks, excavations or derricks connected therewith.

**Section 9.27 Tree Maintenance or Removal.** No trees, other than diseased or dead trees or for safety reasons, shall be removed unless approved by the ACC. Any stumps resulting of acts of God must be removed.

**Section 9.28 Obstructive Landscaping at Intersections.** No fence wall, hedge or shrub planting which obstructs site lines at elevations between two feet (2') and six feet (6') above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street lines and a line connecting them at points twenty-five feet (25') from the intersections of the street lines. No trees

shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of the sight line.

**Section 9.29 Water Supply Systems.** No individual water supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with all applicable laws, rules, standards and specifications.

**Section 9.30 Septic; Wastewater Treatment Systems.** All dwellings shall be equipped with a septic tank or other sewage disposal system meeting all applicable laws, rules, standards and specifications.

**Section 9.31 Street Thoroughfare.** No lot can be used for a street thoroughfare without the written consent of the ACC.

**Section 9.32 Garages.** No residence shall be erected, other than one detached single family residence not to exceed two stories in height, or a split-level residence and a private garage for not less than two cars. All garages must be rear or side entry. Garages must be constructed in such a manner as to not open toward or face any street, but detached garages may face the street, provided the front of the garage is no closer to the street than the rear baseline of the house. Detached garages may be connected to the house by means of a covered breezeway. However, the ACC reserves the right to allow front entry if, in the sole opinion of the committee, there is architectural compatibility with the house and lot.

**Section 9.33 Driveways.** Driveway and parking pad material shall be of concrete, concrete aggregate, asphalt, or brick materials. All driveway approaches shall be concrete with a minimum width of twelve (12') feet with ten (10') foot radius returns or fifteen (15') feet with five (5') foot radius returns. Reinforced pipe with 6:1 concrete sloped pipe-ends is required for all culverts under driveway approaches.

**Section 9.34 Utilities.** All utilities within each lot shall be installed underground. Utility lines, including, without limitation cable television and gas, may only be installed, repaired or replaced under existing roadways, sidewalks and driveways by a method which will not disturb the paved surface of such roadway, driveway or sidewalk. This restriction is intended to preserve the aesthetic nature of the paved surfaces.

**Section 9.35 Landscape Maintenance.** The owners or occupants of all lots at all times shall keep weeds and grass thereon cut in a sanitary, healthful and attractive manner. All owners will be required to paint pruned tree limbs to prevent acquiring tree fungi.

**Section 9.36 Easement, ROW Maintenance.** The owners or occupants of all lots at all times shall mow and maintain any right of way for streets, utility easements, drainage easements which are adjacent to or cross lots owned or occupied by them.

**Section 9.37 Waterflow.** No owners of lots shall block, impound, divert, or contaminate any stream, spring, or watercourse adjacent to or which crosses any lot owned or occupied by them, whether or not said watercourse flows continually or is seasonal.

**Section 9.38 Hunting.** There shall be no hunting or discharge of firearms of any kind allowed in this subdivision.

**Section 9.39 Lot Access.** Access to all lots is restricted to use of the streets, avenues, roads, drives, and alleys that are dedicated on the recorded plat of Indian Ridge at Messer Ranch.

**Section 9.40 Deleted.**

**Section 9.41** Deleted. See Article XI, Section 3 of this Restated Declaration

**Section 9.42** Deleted. See Article II, Section 9(b) of this Restated Declaration

**Section 9.43** Zoning Ordinances. These restrictions, covenants, conditions and limitations are in all respects subject to any applicable zoning regulations lawfully in force or hereafter adopted.

**Section 9.44** Deleted. See Article II of this Restated Declaration.

**Section 9.45** Severability. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

## ARTICLE X ANNEXATION

**Section 10.1.** Annexation by Declarant. [SECTION DELETED]

**Section 10.2.** Annexation by Action of Members. At any time the Board may request approval of the membership for the annexation of additional property into the Association to be subject to all of the terms of this Declaration to the same extent as if originally included herein. No such annexation shall be effective unless approved in writing by members entitled to cast two-thirds (2/3) of the total votes in the Association, and by FHA and VA if required. Any property that is contiguous to existing property subject to this Declaration may be annexed hereto according to the foregoing requirements, provided however, that no such annexation shall be effective without the consent and joinder of the owners of the property to be annexed. Such annexation must be evidenced by a Declaration of Annexation executed by the parties herein described.

**Section 10.3.** No Duty to Annex. Nothing herein contained shall establish any duty or obligation on the part of the Declarant or any member to annex any property into the Association and no owner of property excluded from the Association shall have any right to have such property annexed thereto.

## ARTICLE XI GENERAL

**Section 11.1.** Remedies. In the event of any default by any Owner under the provisions of the Declaration, Bylaws or rules and regulations of the Association, the Association shall have each and all of the rights and remedies which may be provided for in this Declaration, the Bylaws and said rules and regulations and those which may be available at law or in equity, and may prosecute any action or other proceedings against such defaulting Owner and/or others for enforcement of any lien. statutory or otherwise. including foreclosure of such lien pursuant to the requirements of Texas Property Code Chapter 209, as amended from time to time, and the appointment of a receiver for the Lot and ownership interest of such Owner or for damages or injunction, or specific performance, or for judgement for payment of money collection thereof, or for any combination of remedies, or for any other relief. The Association reserves the right to bid at any foreclosure sale conducted hereunder and may credit against the amount of any bid all



the amounts due to the Association by the Owner of the Lot being foreclosed. No remedies herein provided or available at law or in equity shall be deemed mutually exclusive of any other such remedy. *To the extent allowed by applicable law, all expenses of the Association in connection with any such actions or proceedings, including court costs and attorney's fees and other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the maximum rate permitted by law, but, with reference to any Lots financed by FHA insured loans, not in excess of the maximum rate of FHA loans at the time of delinquency, from the due date until paid, shall be charged to and assessed against such defaulting Owner, and shall be added to and deemed part of his respective maintenance assessment (to the same extent as the lien provided herein for unpaid assessments), upon the Lot and upon all of his additions and improvements thereto.* Any and all of such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Association or any Owner.

**Section 11.2. Notice of Lien.** In addition to any other rights of the Association to enforce assessments, the Association may file a claim of lien against the Lot of the delinquent Owner by recording a notice ("Notice of Lien") in the Official Public Records of Real Property of Bell County, Texas, setting forth (a) the amount of the claim of delinquency, (b) the interest and costs of collection which have accrued thereon, (c) the legal description and street address of the Lot against which lien is claimed, and (d) the name of the Owner thereof. Such Notice of Lien shall be signed and acknowledged by an officer of the Association or other duly authorized agent of the Association. The lien shall continue until the amounts secured thereby and all subsequent accruing amounts are fully paid or otherwise satisfied. When all amounts claimed under the Notice of Lien and all other fees, costs and assessments which may have accrued subsequent to the filing of the Notice of Lien have been fully paid or satisfied, the Association shall execute and record a notice releasing the lien.

**Section 11.3. Term and Amendments.** The covenants and restrictions of this Declaration shall run with and bind the land for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years each, unless sixty seven percent (67%) of the votes outstanding shall have voted to terminate the covenants and restrictions of this Declaration. Any termination shall be by written instrument signed by sixty seven percent (67%) of the Owners and properly recorded in Bell County, Texas. This Declaration may be amended by an instrument approved by not less than sixty seven (67%) of the Owners. Any amendment must be recorded.

**Section 11.4. Severability.** Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain, in full force and effect.

**Section 11.5. Rights and Obligations.** The provisions of this Declaration and the rights and obligations established thereby shall be deemed to be covenants running with the land and shall inure to the benefit of, and be binding upon, each and all of the Owners and their respective heirs, representatives, successors, assigns, purchasers, grantees and mortgagees. By the recording or the acceptance of a deed conveying a Lot or any ownership interest in the Lot whatsoever, the person to whom such Lot or interest is conveyed shall be deemed to accept and agree to be bound by and subject to all of the provisions of this Declaration whether or not mention thereof is made in said deed.

**Section 11.6. Mergers and Consolidations.** The Association may participate in mergers and consolidations with other unincorporated associations or nonprofit corporations organized for the same purposes, or convert to a registered nonprofit corporation, provided that any such merger, consolidation, annexation or incorporation shall have the consent of not less than sixty-seven percent (67%) of the membership of the Association. Upon a merger or consolidation of the Association with another

association, the properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, right and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. No such merger or consolidation, however, shall affect any revocation, change or addition to the covenants established by this Declaration with respect to the Property, except as changed by amendment of this Declaration.

**Section 11.7. Miscellaneous Provisions.** Any provision of the within Declaration or of the Bylaws to the contrary notwithstanding, the following provisions shall control:

- a. **FHA/VA Approval:** If any prospective Owner applies for FHA or VA mortgage financing and receives a commitment therefor, the following actions will require approval of the Federal Housing Administration and the Veterans Administration as applicable: (1) Addition of properties as set forth in Article X, (2) dedication of Common Areas, and (3) amendment of this Declaration.
- b. The following actions will require notice to all institutional holders of first mortgage liens: (1) abandonment or termination of the Association; or (2) material amendment to the Declaration.
- c. Upon the request of any mortgagee of a dwelling on a Lot, the Association shall furnish to such mortgagee a written notice of any default by the Owner of such dwelling in the performance of such Owner's obligations under this Declaration or the Bylaws or Association rules or regulations which is not cured within thirty (30) days. Any mortgagee of a dwelling who comes into possession of the said dwelling pursuant to the remedies provided in the mortgage, a foreclosure of the mortgage, or deed (or assignment) in lieu of foreclosure, shall take such property free of any claims for unpaid assessments or charges in favor of the Association against the mortgaged dwelling which accrued prior to the time such holder comes into possession of the dwelling.
- d. Unless at least sixty seven percent (67%) of the mortgagees (based upon one vote for each mortgage) have given their prior written approval, neither the Association nor the Owners shall be entitled to:
  - a. by act or omission seek to abandon, partition, encumber, or transfer the Common Areas, if any, or any portion thereof or interest therein; (The granting of easements for public utilities or other public purposes consistent with the intended use of such property shall not be deemed a transfer within the meaning of this clause.)
  - b. substantially change the method of determining the obligations, assessments, dues or other charges which may be levied against an Owner by the Association;
  - c. by act or omission change, waive, or abandon any scheme of regulations or enforcement thereof pertaining to the architectural design or the exterior appearance of the dwellings or maintenance of the dwellings or Lots;
  - d. fail to maintain liability and extended coverage insurance on insurable property comprising a part of the Common Areas on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based on current replacement costs).

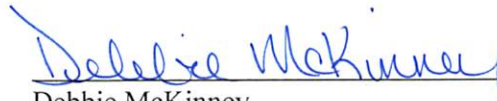
- e. All personal pronouns used in this Declaration, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall include the plural, and vice versa. The term "person" means person, corporation, partnership, entity, agency or any other legally organized entity.

**Section 11.8. Headings.** The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration.

**Section 11.9. Notice.** Wherever written notice to Owner is permitted or required hereunder, such notice shall be given by the mailing of such notice to the Owner at the address of such Owner appearing on the records of the Association, unless such Owner has previously given written notice to the Association of a different address, in which event such notice shall be sent to the Owner at the address so designated. Such notice shall conclusively be deemed to have been given by the Association by placing same in the United States mail, postage prepaid and properly addressed, whether such notice is actually received by the addressee or not.

**Section 11.10. Conflicts.** In the event of conflict between the terms of this Declaration and the Articles of Incorporation, the Articles shall control. In the event of conflict between the terms of this Declaration and any Bylaws, rules, or regulations, this Declaration shall control.

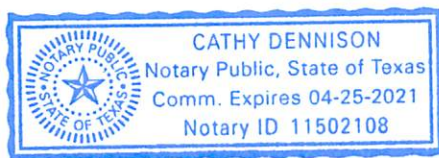
The President of the Indian Ridge At Messer Ranch Homeowners Association has executed this instrument on the 8 day of January, 2019:

  
Debbie McKinney  
President, IRMR HOA

STATE OF TEXAS                   §

COUNTY OF BELL                   §

This instrument acknowledged before me on the 8 day of January, 2019, by Debbie McKinney, President of the INDIAN RIDGE AT MESSER RANCH HOMEOWNERS ASSOCIATION, on behalf of said Association.

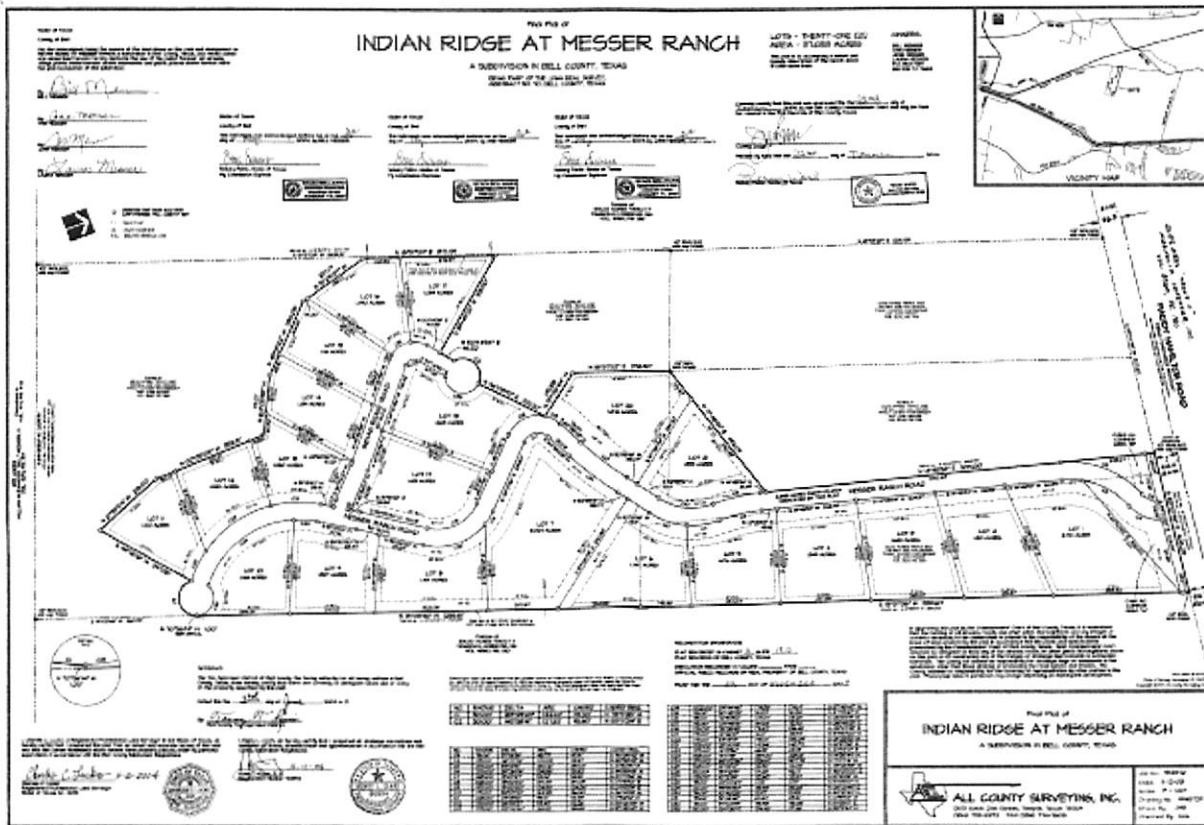


  
\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS

# EXHIBIT "A"

## INDIAN RIDGE AT MESSER RANCH SUBDIVISION

That certain 37.053 acres as recorded by the Plat Map in Cabinet D, Slide 19-D of the Map or Plat Records of Bell County, Texas.



Subdivision of 37.053 Acres

Bell County  
Shelley Coston  
County Clerk  
Belton, Texas 76513



Instrument Number: 2019-00001789

As

Recorded On: January 15, 2019

Recordings

Parties: INDIAN RIDGE AT MESSER RANCH HOA

Billable Pages: 20

To INDIAN RIDGE AT MESSER RANCH SUBDIVISION

Number of Pages: 21

Comment:

( Parties listed above are for Clerks reference only )

**\*\* Examined and Charged as Follows: \*\***

Recordings	87.00
Total Recording:	87.00

\*\*\*\*\* 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:**

Document Number: 2019-00001789  
Receipt Number: 358019  
Recorded Date/Time: January 15, 2019 02:25:48P

**Record and Return To:**

COLBY PROPERTY MANAGEMENT  
1 BENDING BRANCH  
BELTON TX 76513

User / Station: M Ramirez - Cash Station 3



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