

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**  
**ON AND FOR**  
**RIVERBEND ESTATES RESIDENTIAL SUBDIVISION**

WHEREAS; Lindale Riverbend, LLC, hereinafter referred to as "Developer", is an entity incorporated April 28, 2022 for the purpose of creating and carrying out a uniform plan for the development, maintenance and use of lots in Riverbend Estates Subdivision, hereinafter referred to as "Subdivision", an addition to Smith County and recorded in Cabinet F, Slide 636 on the 13<sup>th</sup> of December, 2017, respectively, of the Land Records of Smith County, Texas and any future revisions, supplements or additions thereto, incorporated herein by reference for all purposes;

NOW THEREFORE, the developer does hereby adopt and establish the following covenants, conditions and restrictions which shall be applicable to the entire subdivision to provide for the development, maintenance, preservation and architectural control; to promote the health, safety and welfare; and to preserve the beautification of the properties for all present and future owners of said lots: 1A, 1B, 2A, 2B, 3A, 3B, 4A, 4B, 5 -13.

Definitions.

"Developer" – Developer as mentioned in these covenants are referred to as the Owners/Members of Lindale Riverbend, LLC.

"Subdivision" – The use of the word Subdivision references all the property within the 17-lot area of Lindale Riverbend.

"Dwelling" – Structures which are built for living are conditioned spaces.

"Committee" – Refers to the Architectural Control Committee, whose duties are defined in Section 18.

"Owner" - Refers to the legal owner of a lot or multiple lots within the Subdivision.

"Easement" – Property which has been conveyed or granted use of by the developer, committee, or owner to a utility provider, or Smith County for the use to provide services to the subdivision.

"Board of Directors" – A group of (3) legal property owners which serve on the Committee for a period of (2) year term for the purpose of upholding these covenants and restrictions set forth for the betterment of the subdivision and continued growth. Current members will nominate new prospective members and will cast votes of their approval or disapproval. New members must be voted in by the majority of current Directors.

"Common Area" – Property which is still owned by the Developer that is needed for development reasons to become an area which will remain in the developer's ownership and care until and instrument is caused to turn the designated area over to the Committee.

1. Scope of Restrictions. The covenants, conditions, and restrictions hereinafter set forth shall constitute covenants running with the land and persons or entities acquiring property in the

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subdivision, whether by purchase, descent, device, gift or otherwise, and each person or entity, by the acceptance of title to any lot within subdivision, shall thereby agree and covenant to abide by and perform the covenants, conditions and restrictions as set forth herein.

2. Residential Lots. All lots in the subdivision shall be used, known and described as residential lots. No building or structure shall be erected, altered, placed or permitted to remain on any residential lot other than (1) primary single family residential dwelling and (1) secondary single family residential dwelling, and if any, its customary and usual accessory structures, unless prohibited elsewhere herein. No building or structure on any residential lot shall exceed two (2) stories in height.
3. Minimum Floor Space. Each one (1) story dwelling constructed on any residential lot in the subdivision shall contain a minimum of one thousand six hundred (1,600) square feet of heated and cooled area, exclusive of all garages, porches or breezeways attached to the main dwelling. Each one and one-half (1-1/2) story or two (2) story dwelling constructed on any residential lot in the subdivision shall contain a minimum of two thousand (2,000) square feet of heated and cooled area, which at least (1200) square feet of heated and cooled space must be on the first floor, exclusive of all porches, garages or breezeways attached to the main dwelling. No secondary dwellings are allowed.
4. Garages. Each single –family residential dwelling erected on any lot within the subdivision shall provide garage space for a minimum of two (2) conventional automobiles with a maximum space for (3) conventional automobiles. Each garage shall open to the front or side of the residential lot. Driveways shall be constructed of concrete or other material expressly approved by the Architectural Control Committee and must be poured prior to occupancy of the dwelling.
5. Setback Requirements. No dwelling of any type shall be erected on any residential lot in the subdivision nearer to the front property line than indicated by the minimum building setback line on the recorded plat of the subdivision. No dwelling shall be erected nearer to the side property line than 15 feet. The lot width shall be measure from property corner to property corner. No part of any dwelling may be built any closer than twenty 25 feet from the front and rear property lines. No portion of any structure, such as eaves or steps, shall encroach upon another residential lot. The maximum height shall be two stories, but not to exceed (35) feet from the first-floor elevation, which is measured from the highest point of the virgin soil. Height of an accessory building shall not exceed (25) feet. All dwellings must be equipped with an aerobic septic system or other sewage disposal system meeting all applicable laws, rules, standards and specifications, and all such dwellings must be served with water and electricity. As it pertains to Storage buildings; no storage building shall be any closer to the side or rear of the property lines than (5) feet and shall not be closer to the front of the road than the dwelling resides.
6. Fences, Mailboxes, Walls. No fence, wall or hedge shall be erected, placed, or altered on any lot nearer to any street than the minimum building setback line indicated on the recorded plat of the subdivision unless approved for an erosion control reason by the Architectural Control Committee. No fence, wall or hedge shall exceed six (6) feet in height. All clothes lines or service facilities must be enclosed within fences, walls or landscaping so as not to be visible from the immediate residential street. All fences must be of wood, chain link, field fence, or 5

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strand barb wire construction or other material expressly approved by the Architectural Control Committee. All walls constructed for erosion control must be drawn on a site plan and approved by the Architectural Control Committee. The Architectural Control Committee's approval is only regarding the aesthetic nature of the wall, not the structural integrity, that is the owner's responsibility. The face of the wall must be either decorative key stone blocks or the same masonry choice for the dwelling. No square block walls or un-faced solid concrete wall allowed.

7. Signs. No sign or signs shall be displayed to the public view on any residential lot, except that:  
(i) any builder, during the applicable initial construction and sales period, may utilize one professional sign (of not more than eight (8) square feet in size per lot for advertising and sales purposes; (ii) thereafter, a dignified "For sale" or "For rent" sign (of not more than eight (8) square feet in size) may be utilized by the owner of the respective residential lot for the applicable sale or rent situation.
8. Easements; Utilities. Easements for the installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded subdivision plat. Except as to special street lighting or other aerial facilities which may be required by the Smith County or may be required by the franchise of any utility company, no aerial utility of any type(except meters, riser, service pedestals and other surface installations necessary to maintain or operate appropriate underground facilities) shall be erected or installed in the subdivision whether upon individual lots, easements ,streets or right of way including(but not limited) any person owning or acquiring any part of the subdivision, and all utility service facilities, including (but not limited to) water, sewer, gas, electricity and telephone, shall be buried underground, under streets or utility easements (underground) to any structure located on any part of the subdivision.
  - a. Title Subject to Easements. It is expressly agreed and understood that the title conveyed by developer to any of the tracts by contract deed or other conveyance shall be subject to any easement affecting same for roadways or drainage, electric lighting, electric power, telegraph or telephone purposes and other easements hereafter granted affecting the tracts. The owners of the respective tracts shall not be deemed to own pipes, wires, conduits or other service lines running through their tracts which are utilized for or service other tracts, but each owner shall have an easement in and to the aforesaid facilities as shall be necessary for the use, maintenance and enjoyment of the tract.
  - b. Easement Improvements. No building shall be located over, under, upon or across any portion of any utility easement. The owner of each tract shall have the right to construct, keep and maintain concrete drives, fences, and similar improvements across any utility easement, and shall be entitled to cross such easements at all times for purpose of gaining access to and from such tracts, provided, however, any concrete drive, fence or similar improvement placed upon such Utility Easement by the owner shall be constructed, maintained and used at owner's risk and, as such, the owner of each tract subject to said Utility Easements shall be responsible for any and all repairs to the concrete drives, fences and similar improvements which cross or are located upon such Utility Easements and repairing any damage to said improvements caused by the

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Utility District or any public utility in the course of installing, operating, maintaining, repairing, or removing its facilities located within the Utility Easements.

9. Temporary Structures and Vehicles. No mobile homes are to be placed on the property for temporary or permanent use. Detached garages, shop buildings, or kit-built storage buildings which meet the setback requirements are allowed.
10. Garbage; Weeds. No residential lot shall be used or maintained as a dumping ground for rubbish, trash or garbage. All garbage shall be kept in sanitary containers. Unless otherwise required by the Smith County, no rubbish trash, or garbage receptacles may be placed on any lot nearer to any street than minimum building setback line indicated on the recorded plat of the subdivision.

If, at any time, an owner of any residential lot shall fail to control weeds, grass and/or other unsightly growth, or rubbish, the Architectural Control Committee shall have the authority and right to go onto said lot for the purpose of mowing and cleaning said lot and shall have the authority and right to access and collect from the owner of said lot, a reasonable sum for mowing or cleaning said lot on each respective occasion of such mowing and cleaning. The assessment, together with such interest thereon and costs of collection thereof, shall be a charge on the land and shall be a continuing lien upon each lot against which each such assessment is made. Each such assessment, together with such interest thereof and cost of collection thereof, shall be the continuing personal obligation of the person who was the owner of such lot at the time when the assessment occurred. Each and every owner of such lot within the subdivision, by the acceptance of a deed or other conveyance of such lot shall there by covenant and agree to pay such assessment. The lien securing any such assessment shall be subordinate and inferior to the lien or any mortgage and any renewals or extensions thereof existing prior to the assessment date.
11. Offensive Activities. No noxious or offensive activity shall be conducted on any residential lot nor shall anything be done thereon which is or may become an annoyance or nuisance to the subdivision or any portion thereof.
12. Business Activity. No activity, whether for profit or not, shall be conducted on any tract which is not related to single family residential purposes, unless said activity meets the following criteria: (a) no additional exterior sign of activity is present, (b) no additional traffic, that would not be there normally, is created, (c) nothing dangerous is present that shouldn't be there and (d) the activity does to constitute a nuisance or annoyance. Nothing herein shall prevent a home office so long as the requirements of (a), (b), (c), and (d) above are met.
13. New Construction. All dwellings and structures erected on any residential lot in the subdivision shall be new construction and consist of at least 100% masonry products and/or metal siding. Old buildings may not be placed on any lot in the subdivision, even if they satisfy all other requirements. All roofs on such dwellings and structures must be an 8/12 pitch minimum of a 30-year grade shingle or concealed fastener metal roof and shall be approved by the Architectural Control Committee.

At the commencement of Construction, lot owner shall provide a portable toilet facility which shall be placed on the lot and used by workers. Upon commencement of the framing phase of

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accumulation of waste and trash resulting from construction. Lot owner will keep the street and adjacent lots free of building debris and litter at all times. Any dwelling, or structure commenced on any tract shall be completed as to exterior finish and appearance within (9) months from the commencement date. It will be the property owners or their contractors' responsibility to maintain erosion control methods in accordance with TCEQ guidelines on their lot. Landscaping of all surface area visible from the roadway must be completed within (12) months of the completion of the dwelling.

14. Propane tanks and Satellite Dishes. No above ground propane tanks will be allowed on any tracts which supply the house, workshop, or detached garage with Liquid propane service. All tanks must be buried outside of any easements or right-of-way. Satellite Dishes are permitted.
15. Drainage. No creeks or natural drainage areas may be dammed, or water therefore improved, diverted or used for any purpose without the prior written consent of the Architectural Control Committee. Driveway culverts must be installed and must be sufficient size to afford proper drainage of ditches without backing water up into ditch or diverting flow. Drainage culvert installation must meet County requirements. It is the tract owners' responsibility to conform to all TCEQ Texas Pollutant Discharge Elimination System requirements from the time of ownership through construction and to also design the site plan to divert all water directly to the right of way from said tract. Diverting water to an adjoining lot will not be allowed.
16. Combining Lots. Any owner of one or more adjoining tracts may, with the prior written approval of the Architectural Control Committee, consolidate such tracts into one tract, with the privilege of placing or constructing improvements on such resulting site, in which case the side set-backlines shall be measured from the resulting side property lines rather than from the tract lines as indicated on the original Plat. It is the responsibility of the owner to obtain all needed easement releases from the appropriate agencies and to file a new Plat with the Smith County. It is not permitted to subdivide or split any lots.
17. Hunting. It is the responsibility of the property owner to safely discharge weapons in accordance with local, state, and federal laws.
18. Architectural Control Committee. The Architectural Control Committee, hereinafter referred to as the "Committee", shall be composed of the owners of Lindale Riverbend, LLC, the developer, until the development reaches a completion level of 90% sale of lots in the subdivision including those lots to be plated in all unplated areas owned by the developer. The developer shall cause an instrument transferring control to the Committee which will be a designated group of (3) owners within the subdivision on a Control Transfer Date filed in the Official Public Records of Smith County, Texas.

The first Board of Directors of Riverbend Estates shall be appointed by the developer, shall be the Architectural Control Committee who shall serve until the next succeeding annual meeting following the Control Transfer Date. From and after the Control Transfer Date, each member of the Committee must be an Owner of property in Riverbend Estates. Additionally, the developer shall have the right to discontinue the exercise of Architectural control privileges and arrange for the transfer to the Association at any time prior to the Control Transfer Date by filing a statement and instrument to that effect in the Official Public Records of Smith County, Texas.

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The Committee shall function as the representative of the owners of the subdivision lots for the purpose herein set forth as well as for all other purposes consistent with the creation and preservation of a first-class residential subdivision.

No building, structure or improvement of any nature shall be erected, placed or altered on any lot until the construction plans and specifications and a plot plan showing the location of such building structure or improvement have been submitted to and approved in writing by the President of the Architectural Control as to: (i) quality of workmanship and materials, (ii) conformity and harmony of external design with existing structures, (iii) location with respect to topography and finished grad elevation, and (iv) the other standards set forth within this instrument.

Final plans and specifications shall be submitted in duplicate to the Committee for approval or disapproval. At such time as the plans and specifications have final approval of the Committee, one complete set of plans and specifications will be retained by the Committee, and the other complete set will be, marked "Approved", signed by the President of the Committee and returned to the lot owner. If found not to be in compliance with these covenants and restrictions, one set of such plans and specifications shall be marked "disapproved" accompanied by a written statement signed by the President of the Committee, setting forth those items found not to comply with these covenants and restrictions. Any modifications or change to the approved set of plans and specifications must again be submitted to the President of the Architectural Control Committee for inspection and approval.

The Committee may from time to time publish and promulgate architectural standards bulletins; such bulletins supplement these covenants and restrictions and are incorporated herein by reference. The Committee shall have the authority to make final decisions in interpreting the general intent, effect and purpose of these restrictions. The Committee's approval or disapproval as required in these covenants shall be in writing.

- a. Effect of Inaction. Approval or disapproval as to architectural control matters, as set forth in the preceding provisions of this Declaration shall be in writing. In the event that the authority exercising the prerogative of approval or disapproval fails to approve or disapprove in writing any plans and specifications and plot plans received by it in compliance with the preceding provisions within thirty (30) days following such submissions, such plans and specifications and plot plan shall be deemed approved and the construction of any such building and other improvements may be commenced and proceeded within compliance with all such plans and specifications and plot plan and all of the other terms and provisions hereof.
- b. Effect of Approval. The granting of the aforesaid approval (whether in writing or by lapse of time) shall constitute only an expression of opinion by the Committee that the terms and provisions hereof shall be complied with if the building and/or other improvements are erected in accordance with said plans and specifications and plot plan; and such approval shall not constitute any nature of waiver either as to the persons expressing such approval or any other person in the event that such building and/or improvements are not

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constructed in accordance with such plans and specifications and plot plan, but, nevertheless, fail to comply with the provisions hereof. Further, no person exercising any prerogative of approval or disapproval shall incur any liability by reasons of the good faith exercise thereof.

- c. Variances. The Developer or, if applicable, the Committee, may, on a case by case basis, authorize variances from compliance with any of the provisions of either (i) this Declaration, or (ii) the minimum acceptable construction standards or regulations and requirements as promulgated from time to time by the Developer or the Committee. Variances must be in favor of the majority of either the Developer or the Committee to be approved.
19. Enforcement. Enforcement of these covenants and restrictions shall be by a proceeding or proceedings at law or in equity, initiated by a person or persons owning any residential lot in the subdivision or by Smith County, against any person or persons violating or attempting to violate any covenant or restriction herein contained, either to restrain violation or to recover damages for the violation, or both, or to obtain such other relief for such violations as then may be legally available, the Committee shall have an election and right to enforce these covenant and restrictions by a proceeding or proceedings at law or in equity.
20. Validity. Violation of or failure to comply with these covenants and restrictions shall not affect the validity of any mortgage, bona fide lien or other similar security instrument which may be then existing on any residential lot in the subdivision. Invalidation of any one of these covenants and restrictions, or any portion thereby a judgment or court order shall not affect any of the other provisions or covenant herein contained, which shall remain in full force effect. In the event any portion of these covenants and restrictions conflict with mandatory provisions of any ordinance or regulation promulgated by the Smith County, then such municipal requirement shall control. Any deed or legal instrument (except deeds of trust, mortgages, or other similar security agreements) purporting to convey, transfer or assign any interest in and land within the subdivision shall contain appropriate language to expressly subject the land within such conveyance, transfer of assignment to all covenant and restrictions set forth herein. Words of any gender used herein shall be held and construed to include any gender and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise. The captions used in connection with paragraphs herein are convenience only and shall not be deemed to construe or limit the meaning of language herein.
21. Amendment. At anytime, the owners of the legal title to ninety percent (90%) of the lots within the subdivision (as shown by the records of Smith County, Texas) may amend the covenants, conditions and restrictions set forth herein by filing an instrument containing such amendment in the Office of the County Clerk of Smith County, Texas.
22. Duration. These Covenants, Conditions and restrictions are to run with the land and shall be binding on all parties and all persons claiming title until January 1, 2042. At the expiration of the Primary term, the covenants conditions and restrictions herein shall automatically extend for successive periods of five (5) years unless an Instrument providing otherwise is signed by a majority of the owners of the lots in the subdivision in whole or in part.

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**DEVELOPER'S RIGHTS AND RESERVATIONS**

23. Period of Developer's Rights and Reservations. Developer shall have, retain and reserve certain rights as set forth in this declaration with respect to the Committee and Common Area from the date hereof, until the earlier to occur of (i) the Control Transfer Date or (ii) Developer's written notice to the Committee of the Developer's termination of the rights. The rights and reservations hereafter set forth shall be deemed expected and reserved in each conveyance of a Tract by Developer to an Owner whether or not specifically stated therein and in each deed or other instrument by which any property within the Common Area is conveyed by Developer. The rights, reservations and easements hereafter set forth shall be prior and superior to any other provisions of this declaration and may not, without Developers prior written consent, be modified, amended, rescinded or affected by any amendment of this declaration. Developer's consent to any one such amendment shall not be construed as a consent to any other or subsequent amendment.
24. Right to Construct Additional Improvements in Common Area. Developer shall have and hereby reserves the right (without consent of any other Owner), but shall not be obligated to construct additional improvements within the common Area at any time and from time to time in accordance with this Declaration for the improvement and enhancement thereof and for the benefit of the Committee and Owners. Developer shall, on or before the Control Transfer Date, convey or transfer such improvements to the Committee and the Committee shall be obligated to accept title to care for and maintain the same as elsewhere provided in this Declaration.
25. Developer's Rights to Use Common Areas in Promotion and Marketing of the Property. Developer shall have and hereby reserves the right to reasonable use of the Common Area and of services offered by the Committee in connection with the promotion and marketing of land within the boundaries of the Property. Without limiting the generality of the foregoing. Developer may erect and maintain on any part of the Common Area such signs, temporary buildings and other structures as Developer may reasonably deem necessary or proper in connection with the promotion, development and marketing of land within the Property; may use vehicles and equipment within the Common Area for promotional purposes; and may permit prospective purchasers of property within the boundaries of the Property, who are not Owners or Members of the Association, to use the Common Area at reasonable times and in reasonable numbers; and may refer to the services offered by the Committee in connection with the development, promotion and marketing of the property.
26. Developer's Rights to Grant and Create Easements. Developer shall have and hereby reserves the right, without the consent of any other Owners or the Committee, to grant or create temporary or permanent easements, for access, utilities, pipeline easement, cable television

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systems, communication and security systems, drainage, water and other purposes incidental to development, sale, operation and maintenance of the subdivision, located in, on, under, over and across (i) the Tracts or other property owned by Developer, (ii) the Common Area, and (iii) existing utility easements. Developer also reserves the right, without the consent of any other Owner or the Committee, to grant or create temporary or permanent easements for access over and across the streets and roads within the subdivision.

27. Developer's Rights to Convey Additional Common Area to the Committee. Developer shall have and hereby reserves the right, but shall not be obligated to, convey additional real property and improvements thereon, if any to the Committee as Common Area at any time and from time to time in accordance with this Declaration, without consent of any other Owner or the Association.

### **GENERAL PROVISIONS**

28. Amendments. This Declaration may be amended or changed, in whole or in part, at any time by the written agreement or by signed ballots voting for such amendment, if not less than two-thirds (2/3rds) of all the Owners (including the Developer) of the subdivision. There shall be one vote per Tract. Anyone owning more than one Tract shall have one vote for each Tract owned. If the Declaration is amended by a written instrument signed by those Owners entitled to cast not less than two-thirds (2/3rds) of the votes of the Owners, such amendment must be approved by said Owners within three hundred sixty-five days of the date the first Owner executes such amendment. The date an Owner's signature is acknowledged shall constitute prima facie evidence of the date of execution of said amendment by such Owner. Any such amendment shall become effective when an instrument filed for the record in the Official Public Records of Smith County, Texas, accompanied by a certificate, signed by a majority of the Board of Directors, stating that the required number of Members (Owners, including the Developer) executed the amendment at the meeting called for that purpose. Copies of written ballots pertaining to such amendment shall be retained by the Association for a period of not less than three (3) years after the date of filing of the amendment or termination. The Owners shall not amend this Declaration in such a manner as to increase the priority of the Association's lien for the Maintenance Charge or any other charge or assessment as against any lienholder, without the affirmative unanimous vote to do so of all Owners and lienholders directly affected thereby. Furthermore, no amendment to this Declaration which adversely affects the rights or security interests of any holder of a lien. No amendment to this Declaration which adversely affects the rights and privileges of Developer shall become effective unless and until approved, in writing by Developer and any Mortgagee of Record which is a lender to Developer.

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Date

6/3/2022

Nathan Bass

Developer



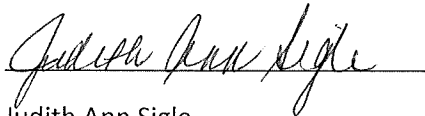
Date

6/3/2022

Byron Green

Developer

Before me, Judith Ann Sigle, on the 3rd day of June 2022 appeared Nathan Bass and Byron Green, Developers of Riverbend Estates Subdivision, to sign these Covenants and Restrictions.

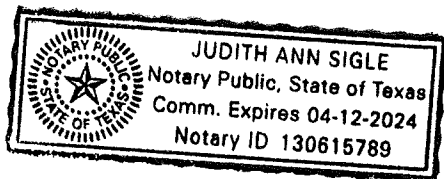


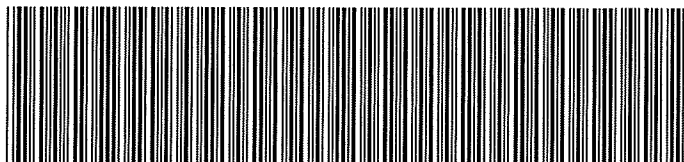
Date

6/3/2022

Judith Ann Sigle

Notary Public





\*VG-151-2022-202201022414\*

Smith County  
Karen Phillips  
Smith County Clerk

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Document Number: 202201022414

Real Property Recordings  
RESTRICTION

Recorded On: June 08, 2022 04:15 PM

Number of Pages: 12

Billable Pages: 11

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" Examined and Charged as Follows: "

Total Recording: \$66.00

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\*\*\*\*\* 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.

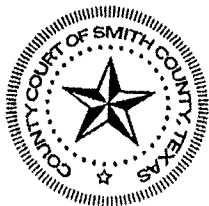
**File Information:**

Document Number: 202201022414

Receipt Number: 20220608000188

Recorded Date/Time: June 08, 2022 04:15 PM

User: Suni W



STATE OF TEXAS

Smith County

I hereby certify that this Instrument was filed in the File Number sequence on the date/time  
printed hereon, and was duly recorded in the Official Records of Smith County, Texas

Karen Phillips  
Smith County Clerk  
Smith County, TX