

## PERSIMMON SPRINGS PHASE ONE RESTRICTIVE COVENANTS

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BELL

That BWA Development, Inc., acting by and through its president, Ben Atkinson, as developer of Persimmon Springs Phase One, and which subdivision appears of record in Plat Year 2019, Number 115, Plat Records of Bell County, Texas, does hereby adopt the following restrictions, protective covenants and conditions for the mutual benefit and interest on the neighborhood and owners of properties within said subdivision and does hereby covenant, conclude and agree as follows:

### I.

**LAND USE AND BUILDING TYPE:** All lots shall be used for residential purposes. There shall be no structure erected on any lot other than one (1) family dwelling which shall not exceed two (2) stories in height. All exterior walls shall be of no less than eight (80%) percent masonry, that of which must be eight (80%) percent stone or brick. The remaining may be stucco or equivalent.

### II.

**DWELLING SIZE:** Single family dwellings shall have a minimum of 1800 square feet of floor area for single story homes and 2300 square feet for two story homes, exclusive of basements, garages, and porches. Dwelling size may exceed the above requirements, but may not be less than the amount set forth in the foregoing. All first stories must constitute sixty (60%) percent of total living area for two story homes.

### III.

**RELOCATION OF BUILDINGS:** Construction of new building only shall be permitted, it being the intent of these covenants to prohibit the moving of any existing building onto a lot and remodeling or converting same into a dwelling unit in this subdivision. Accessory buildings, of which may not be more than two (2), and structures shall be limited to garages, tool sheds, decorative structures such as gazebos, swimming pools, cabanas, and similar items. Exterior structure and finish of all such buildings shall match or be compatible with the finish of the primary dwelling unit. Minimum size of detached buildings is 1800-2,000 square feet. No metal or prefab buildings shall be allowed on any lot.

No large antennas, receivers or other similar type structures shall be allowed unless approved by the architectural committee. The architectural committee shall have the power to decide whether or not a structure is in violation of any of the herein restrictions and issue a letter prohibiting or ordering removal of said structure of nuisance.

IV.

**PARKING REGULATIONS:** Parking on the streets of the subdivision is not permitted.

V.

**DRIVEWAYS:** All driveways must be concrete.

VI.

**ROOF COLOR AND MATERIAL:** Roofing must be dimensional shingles and must be driftwood color or sheet metal roofing color must be brown or gray. Clay tile roofing must be brown. No red, blue or green colors to be used.

VII.

**FENCES:** No fence may extend beyond front building setback line. Fences shall be of a residential nature professionally installed. No barbed wire or field type fences shall be permitted. Black vinyl and wrought iron fences may extend to easement line on side yard of corner lots only. Fencing must be approved by the architectural committee. No privacy fences may extend beyond building setback lines anywhere. Fences must be maintained and kept sealed.

VIII.

**NUISANCES:** No obnoxious or offensive trade or activity shall be carried on on any lot nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood.

IX.

**TEMPORARY STRUCTURES:** No structure of a temporary character, trailer, tent, basement, shack, garage, barn, or other out-building shall be used on any lot at any time. P.O.D.'s are allowed for no more than seven (7) days.

X.

**SIGNS:** No sign of any kind shall be displayed to the public view on any lot except signs advertising the property for sale or rent, or signs used by builders to advertise the property during the construction and sale period.

XI.

**MAIL BOXES:** Mail boxes are not to be constructed of brick, concrete or stone. Nothing may be placed in the right-of-way that may be a hazard to the public.

## XII.

**GARBAGE AND REFUSE DISPOSAL:** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean sanitary condition. No abandoned or non-operable automobiles, trucks, motorcycles, boats, travel trailers, or other such nuisances shall be parked upon the streets or upon the lots, not worked upon mechanically or otherwise in such a manner as to be an unsightly nuisance to the neighborhood. Nuisances are further defined as anything which degrades the overall appearance or looks of the neighborhood, including, but not limited to obstructing the skyline. All hobby vehicles are to be kept in an enclosed building.

## XIII.

**LIVESTOCK AND POULTRY:** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for commercial purposes. In any event, no amount of animals may be kept exceeding 150 pounds collectively. No animals allowed outside fenced area without a leash.

## XIV.

**SIGHT DISTANCES AT INTERSECTIONS:** No fence, wall hedge, or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within then (10) feet from the intersection of a street property line with the edge of a driveway or alley pavements. No trees shall be permitted to remain within such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

## XV.

**SOLAR PANELS:** Solar energy panels may not face any street.

## XVI.

**SETBACK LINE:** Side yard setback is twenty (20) feet for any building unless superseded as shown on plat.

## XVII.

**YARD MAINTENANCE:** All front yards shall be landscaped within sixty (60) days of closing and maintained and so as not to be unsightly. Property Owner is responsible for maintaining and mowing to edge of street. Front yards are to be irrigated.

## XVIII.

**ARCHITECTURAL COMMITTEE:** The architectural committee shall consist of members appointed by the Developer, and after development and sales are completed, shall be governed by not less than three (3) property owners appointed by Developer. The committee shall be able to grant variances to all restrictions herein so long as it does not take way from the overall aesthetics of the subdivision. Costs of correcting any restriction violated (such as removing old cars, mowing, etc.) incurred by the Committee shall accrue against the property itself, accruing interest as allowed by law, attorney's fees, and any other costs associated with correcting restriction violations. Committee may refer any matters or disputes to local courts. COMMITTEE SHALL PRE-APPROVE ALL HOUSE PLANS IN WRITING BEFORE CONSTRUCTION. Committee will be Ben Atkinson, Wesley Atkinson and James L. Baker, Jr. until such time as all development and sales are completed and Developer has appointed not less than three (3) property owners be the Architectural Committee.

## XIX.

**TERM:** These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

## XX.

**SEVERABILITY:** Invalidity of any one of the covenants by judgment of Court order shall in no way affect any of the other provisions which shall remain in full force and effect. Any unclear restriction or variation shall be clarified by the Architectural Committee.

EXECUTED on this 2nd day of July, 2019.

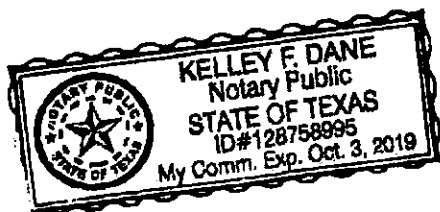
BWA DEVELOPMENT, INC.

  
Ben Atkinson, President

STATE OF TEXAS )

COUNTY OF CORYELL )

This instrument was acknowledged before me on July 2, 2019 by Ben Atkinson, President of BWA Development, Inc., a Texas corporation, on behalf of said corporation.



Kelley F. Dane  
Notary Public, State of Texas  
Printed Name: Kelley F. Dane

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

**Bell County, Tx  
Shelley Coston  
County Clerk**

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**Document Number: 2019-28863**

**Recorded As : ERX-RECORDINGS**

**Recorded On: July 02, 2019**

**Recorded At: 03:02:41 pm**

**Number of Pages: 6**

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**Recording Fee: \$27.00**

**Parties:**

**Direct- BWA DEVELOPMENT INC**

**Indirect- PERSIMMON SPRINGS PHASE ONE**

**Receipt Number: 375782**

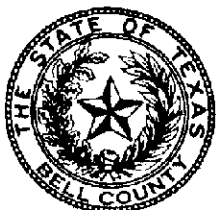
**Processed By: Jackie McLean**

(Parties listed above are for Clerks reference only)

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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.



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**

A handwritten signature in cursive script that reads "Shelley Coston".

**FIRST AMENDMENT TO RESTRICTIVE COVENANTS OF  
PERSIMMON SPRINGS PHASE ONE**

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BELL

That we, the vested Owners of the majority of the lots of Persimmon Springs Phase One, which the subdivision appears of record in Plat Year 2019, Number 115, Plat Records of Bell County, Texas, do hereby adopt the following restrictions, protective covenants and conditions for the mutual benefit and interest on the neighborhood and owners of properties within said subdivision and do hereby covenant, conclude and agree as follows:

I.

**LAND USE AND BUILDING TYPE:** All lots shall be used for residential purposes. There shall be no structure erected on any lot other than one (1) family dwelling which shall not exceed two (2) stories in height. All exterior walls shall be of no less than eight (80%) percent masonry, that of which must be eight (80%) percent stone or brick. The remaining may be stucco or equivalent. The architectural committee shall have the power to decide whether or not a structure is in violation of any of the herein restrictions and issue a letter prohibiting or ordering removal of said structure. **All homes must be a minimum of fifty-five feet (55') in width.**

II.

**DWELLING SIZE:** Single family dwellings shall have a minimum of 1800 square feet of floor area for single story homes and 2300 square feet for two story homes, exclusive of basements, garages, and porches. Dwelling size may exceed the above requirements, but may not be less than the amount set forth in the foregoing. All first stories must constitute sixty (60%) percent of total living area for two story homes.

III.

**RELOCATION OF BUILDINGS:** Construction of new building only shall be permitted, it being the intent of these covenants to prohibit the moving of any existing building onto a lot and remodeling or converting same into a dwelling unit in this subdivision. Accessory buildings, of which may not be more than two (2), and structures shall be limited to garages, tool sheds, decorative structures such as gazebos, swimming pools, cabanas, and similar items. Exterior structure and finish of all such buildings shall match or be compatible with the finish of the primary dwelling unit. **Minimum size of detached buildings is 180 and maximum 2,000 square feet.** No metal or prefab buildings shall be allowed on any lot.

IV.

**PARKING REGULATIONS:** Parking on the streets of the subdivision is not permitted.

V.

**DRIVEWAYS:** All driveways must be concrete.

## VI.

**ROOF COLOR AND MATERIAL:** Roofing must be dimensional shingles and must be driftwood color or sheet metal roofing color must be galvalume, brown or gray. Clay tile roofing must be brown. No red, blue or green colors to be used.

## VII.

**FENCES:** No fence may extend beyond front building setback line. Fences shall be of a residential nature professionally installed. No sheet metal, barbed wire or field type fences shall be permitted. Black vinyl and wrought iron fences may extend to easement line on side yard of corner lots only. Fencing must be approved by the architectural committee. No privacy fences may extend beyond building setback lines anywhere. Fences must be maintained and kept sealed.

## VIII.

**NUISANCES:** No obnoxious or offensive trade or activity shall be carried on on any lot nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood.

## IX.

**TEMPORARY STRUCTURES:** No structure of a temporary character, trailer, tent, basement, shack, garage, barn, or other out-building shall be used on any lot at any time. P.O.D.'s are allowed for no more than seven (7) days.

## X.

**SIGNS:** No sign of any kind shall be displayed to the public view on any lot except signs advertising the property for sale or rent, or signs used by builders to advertise the property during the construction and sale period.

## XI.

**MAIL BOXES:** Mail boxes are not to be constructed of brick, concrete or stone. Any mailboxes used other than what is suggested by BWA Development, Inc. is to be submitted to the architectural committee. Nothing may be placed in the right-of-way that may be a hazard to the public.

## XII.

**GARBAGE AND REFUSE DISPOSAL:** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean sanitary condition. No abandoned or non-operable automobiles, trucks, motorcycles, boats, travel trailers, or other such nuisances shall be parked upon the streets or upon the lots, not worked upon mechanically or otherwise in such a manner as to be an unsightly nuisance to the neighborhood. Nuisances are further defined as anything which degrades the overall appearance or looks of the neighborhood, including, but not limited to obstructing the skyline. All hobby vehicles are to be kept in an enclosed area outside of public view.



## XIII.

**ANIMALS:** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for commercial purposes. In any event, no amount of animals may be kept that either exceeds 150 pounds collectively, 3 cats or 3 dogs. No animals allowed outside fenced area without a leash.

## XIV.

**SIGHT DISTANCES AT INTERSECTIONS:** No fence, wall hedge, or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavements. No trees shall be permitted to remain within such intersection unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

## XV.

**SOLAR PANELS AND ATTENNAS:** Solar energy panels may not face any street. No large antennas, receivers or other similar type structures shall be allowed unless approved by the architectural committee.

## XVI.

**SETBACK LINE:** Side yard setback is twenty (20) feet for any building unless superseded as shown on plat. **Detached buildings that have an eve height of ten feet (10') or less shall be at a minimum of ten feet (10') from side and rear property lines. Detached buildings that have an eve height of ten feet (10') and up to fifteen feet (15') shall be at a minimum of feet (15') from side and rear property lines. Detached buildings that have an eve height of over fifteen feet (15') and up to twenty feet (20') shall be at a minimum twenty feet (20') from side and rear property lines.**

## XVII.

**YARD MAINTENANCE:** All front yards shall be irrigated, landscaped and maintained so as not to be unsightly. Property Owner is responsible for maintaining and mowing to edge of street.

## XVIII.

**ARCHITECTURAL COMMITTEE:** The architectural committee shall consist of members appointed by the Developer, and after development and sales are completed, shall be governed by not less than three (3) property owners appointed by Developer. The committee shall be able to grant variances to all restrictions herein so long as it does not take way from the overall aesthetics of the subdivision. Costs of correcting any restriction violated (such as removing old cars, mowing, etc.) incurred by the Committee shall accrue against the property itself, accruing interest as allowed by law, attorney's fees, and any other costs associated with correcting restriction violations. Committee may refer any matters or disputes to local courts. COMMITTEE SHALL PRE-APPROVE ALL HOUSE PLANS IN WRITING BEFORE CONSTRUCTION.

Committee will be Ben Atkinson, Wesley Atkinson and James L. Baker, Jr. until such time as all development and sales are completed and Developer has appointed not less than three (3) property owners be the Architectural Committee.

XIX.

**TERM:** These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

XX.

**SEVERABILITY:** Invalidation of any one of the covenants by judgment of Court order shall in no way affect any of the other provisions which shall remain in full force and effect. Any unclear restriction or variation shall be clarified by the Architectural Committee.

EXECUTED on this 30 day of April, 2020.

**BWA DEVELOPMENT INC, a Texas corporation**

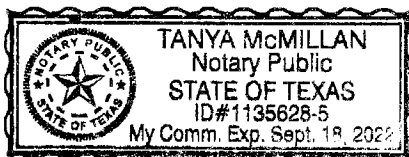


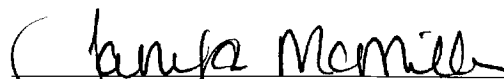
**Ben Atkinson, President**

STATE OF TEXAS )

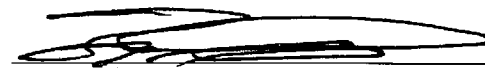
COUNTY OF CORYELL )

This instrument was acknowledged before me on April 30, 2020 by Ben Atkinson, President of BWA Development, Inc., a Texas corporation, on behalf of said corporation.



  
 Notary Public, State of Texas  
 Printed Name: Tanya McMillan

**SILVERADO HOMES INC, a Texas corporation**

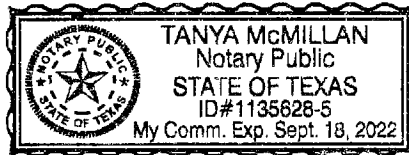


**Ben Atkinson, President**

STATE OF TEXAS )

COUNTY OF CORYELL )

This instrument was acknowledged before me on April 30, 2020 by Ben Atkinson, President of Silverado Homes, Inc., a Texas corporation, on behalf of said corporation.



Tanya McMillan  
Notary Public, State of Texas  
Printed Name: Tanya McMillan

**BEN ATKINSON HOMES INC, a Texas corporation**

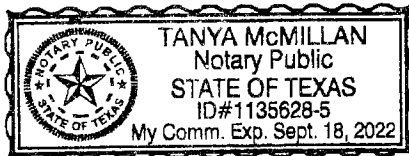
[Signature]

**Ben Atkinson, President**

STATE OF TEXAS )

COUNTY OF CORYELL )

This instrument was acknowledged before me on April 30, 2020 by Ben Atkinson, President of Ben Atkinson Homes, Inc., a Texas corporation, on behalf of said corporation.



Tanya McMillan  
Notary Public, State of Texas  
Printed Name: Tanya McMillan

**JLB CONSTRUCTION, LLC, a Texas limited liability company**

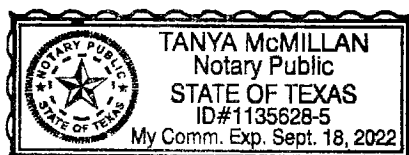
[Signature]

**James L. Baker, Jr., Member**

STATE OF TEXAS )

COUNTY OF CORYELL )

This instrument was acknowledged before me on May 4, 2020 by James L. Baker, Jr as member of JLB Construction, LLC, on behalf of said company



Tanya McMillan  
Notary Public, State of Texas

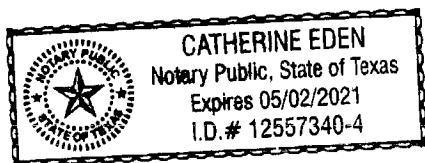
**CLEAR CREEK CONSTRUCTION INC, a Texas corporation**

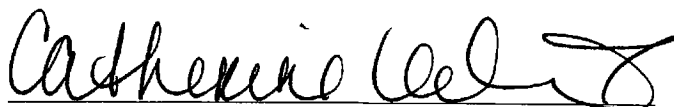
  
Mike Atkinson, President

STATE OF TEXAS )


COUNTY OF CORYELL )

This instrument was acknowledged before me on March 30, 2020 by Mike Atkinson, President of Clear Creek Construction, Inc., a Texas corporation, on behalf of said corporation.



  
Notary Public, State of Texas  
Printed Name: Catherine Eden

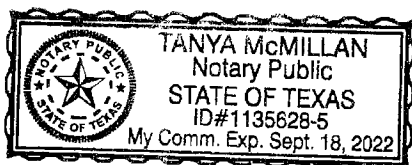
**TR HARRIS HOMES, LLC, a Texas limited liability company**

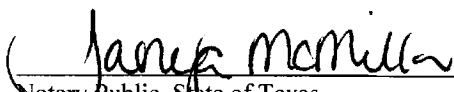
  
Timothy R Harris, President

STATE OF TEXAS )

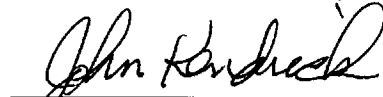
COUNTY OF CORYELL )

This instrument was acknowledged before me on March 27, 2020 by Timothy R Harris as President of TR Harris Homes, LLC, on behalf of said company.



  
Notary Public, State of Texas  
Printed Name: \_\_\_\_\_

KENDRICK HOMES INC, a Texas corporation

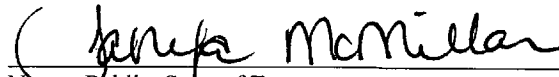
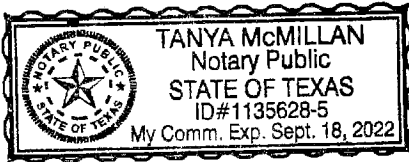


John Kendrick, President

STATE OF TEXAS

COUNTY OF CORYELL )

This instrument was acknowledged before me on March 27, 2020 by John Kendrick as President of Kendrick Homes, Inc., a Texas corporation, on behalf of said corporation.



Notary Public, State of Texas

Printed Name: \_\_\_\_\_

BATREAL DREVER, LLC, a Texas limited liability company



Becky L Battreal, Member

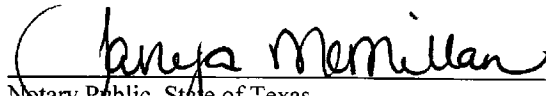
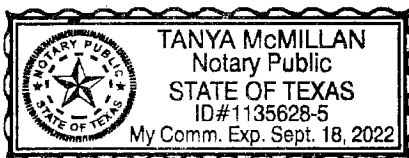


Debra K Drever, Member

STATE OF TEXAS )

COUNTY OF CORYELL )

This instrument was acknowledged before me on March 27, 2020 by Becky L Battreal as member of Batreal Drever, LLC, on behalf of said company.



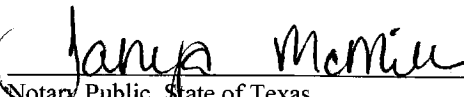
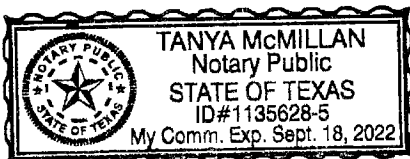
Notary Public, State of Texas

Printed Name: \_\_\_\_\_

STATE OF TEXAS )

COUNTY OF CORYELL )

This instrument was acknowledged before me on March 30, 2020 by Debra K Drever as member of Batreal Drever, LLC, on behalf of said company.



Notary Public, State of Texas

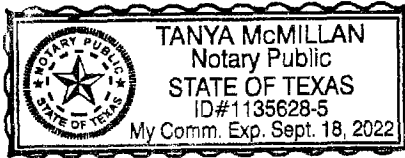
Printed Name: \_\_\_\_\_

Becky Battreal  
Becky L. Battreal

STATE OF TEXAS )

COUNTY OF CORYELL )

This instrument was acknowledged before me on March 27, 2020 by Becky L Battreal.



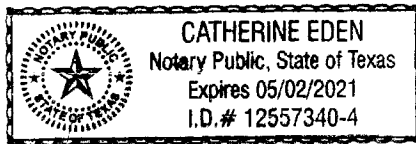
Tanya McMillan  
Notary Public, State of Texas  
Printed Name: \_\_\_\_\_

Ralph E. Battreal  
Ralph E. Battreal

STATE OF TEXAS )

COUNTY OF CORYELL )

This instrument was acknowledged before me on April 15, 2020, 2020 by Ralph E Battreal.



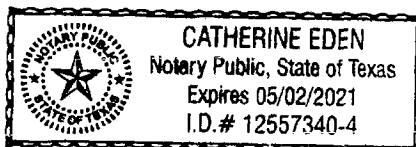
Catherine Eden  
Notary Public, State of Texas  
Printed Name: Catherine Eden

Daniel F. Battreal  
Daniel F. Battreal

STATE OF TEXAS )

COUNTY OF CORYELL )

This instrument was acknowledged before me on March 31, 2020 by Daniel F. Battreal.



Catherine Eden  
Notary Public, State of Texas  
Printed Name: Catherine Eden

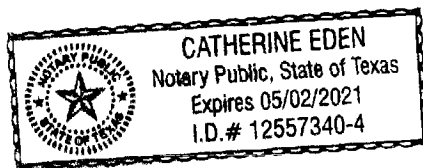
CNL, L.P., a Texas limited partnership by its general partner, CNL Management, L.L.C., a Texas limited liability company

[Signature]  
Craig H. Parker, Sole Member

STATE OF TEXAS )

COUNTY OF CORYELL )

This instrument was acknowledged before me on April 28, 2020 by Craig H Parker as Sole Member of CNL Management, LLC a Texas limited liability company on behalf of said company.



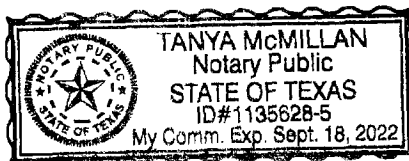
[Signature]  
Notary Public, State of Texas  
Printed Name: \_\_\_\_\_

[Signature]  
Darrell Gray

STATE OF TEXAS )

COUNTY OF CORYELL )

This instrument was acknowledged before me on April 24, 2020 by Darrell Gray.



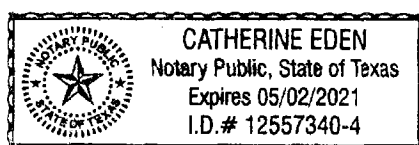
[Signature]  
Notary Public, State of Texas  
Printed Name: 9-18-22

[Signature]  
Luke Heath

STATE OF TEXAS )

COUNTY OF CORYELL )

This instrument was acknowledged before me on April 14, 2020 by Luke Heath.



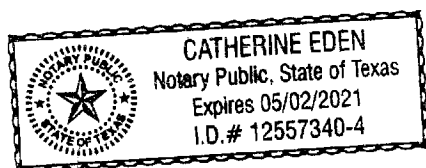
[Signature]  
Notary Public, State of Texas  
Printed Name: Catherine Eden

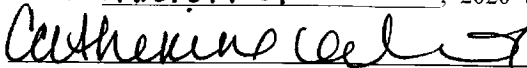
  
Elizabeth Ruszkiewicz

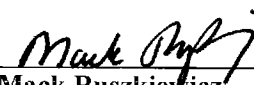
STATE OF TEXAS )

COUNTY OF CORYELL )

This instrument was acknowledged before me on March 31, 2020 by Elizabeth Ruszkiewicz.



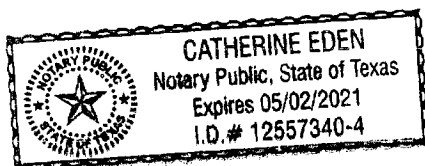
  
Notary Public, State of Texas  
Printed Name: Catherine Eden

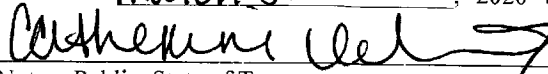
  
Mack Ruszkiewicz

STATE OF TEXAS )

COUNTY OF CORYELL )

This instrument was acknowledged before me on March 31, 2020 by Mack Ruszkiewicz.



  
Notary Public, State of Texas  
Printed Name: Catherine Eden

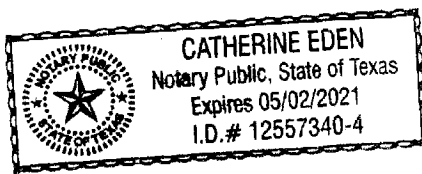


*Vilma Patricia Giraldo Moreno*  
Vilma Patricia Giraldo Moreno

STATE OF TEXAS )

COUNTY OF Comal )

This instrument was acknowledged before me on April 29, 2020 by Vilma Patricia Giraldo Moreno.



*Catherine Eden*  
Notary Public, State of Texas  
Printed Name: Catherine Eden



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

**Instrument Number: 2020020948**

**As**

**RESTRICTIONS**

**Recorded On:** May 04, 2020

**Parties:** BWA DEVELOPMENT INC

**To** PERSIMMON SPRINGS PHASE 1

**Comment:**

**Billable Pages: 11**

**Number of Pages: 12**

( Parties listed above are for Clerks' reference only )

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

CLERKS RMF:	\$5.00
COURT HOUSE SECURITY:	\$1.00
RECORDING:	\$45.00
<b>Total Fees:</b>	<b>\$51.00</b>

**\*\*\*\*\* DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\***

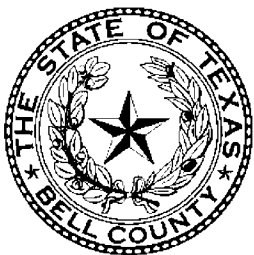
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

**File Information**

Instrument Number: 2020020948  
Receipt Number: 116119  
Recorded Date/Time: 05/04/2020 12:41:21 PM  
User / Station: saundemd - BCCCD0638

**Record and Return To:**

Carothers Abstract and Title  
3201 E. STAN SCHLUETER LOOP  
KILLEEN, TX 76542



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

2021058883  
09/10/2021 09:58AM

## DEDICATION

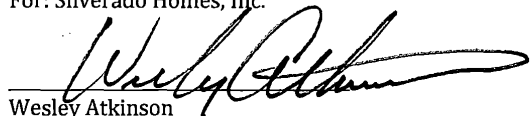
THE STATE OF TEXAS  
COUNTY OF BELL

This is to certify that *Silverado Homes, Inc* is the legal owners of the land shown on this plat, designated herein as *Persimmon Springs, Phase One-B* in the City of Copperas Cove, Texas.

FURTHER, we, the undersigned, do hereby DEDICATE to the use of the public forever all streets, alleys, parks, watercourses, drains, easements, and public places shown on this plat for the purpose and consideration therein expressed.

The owners do hereby acknowledge that it is their sole responsibility as owners to assure compliance with the provisions of all applicable federal, state and local laws and regulations relating to the environment; including (but not limited to) the endangered species act, state aquifer regulations, and municipal watershed ordinance.

For: Silverado Homes, Inc.

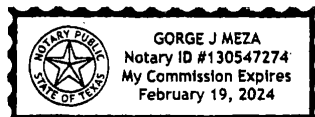
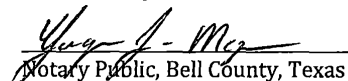
  
Wesley Atkinson  
Director

THE STATE OF TEXAS

COUNTY OF BELL


Before me, the undersigned authority, on this day personally appeared *Wesley Atkinson*, known unto me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that such person executed the same for the purpose and considerations therein stated.

The owners do hereby acknowledge that it is their sole responsibility as owners to assure compliance with the provisions of all applicable Federal, State, and local laws and regulations relating to the environment; Including (but not limited to) the endangered species act, State Aquifer regulations, and municipal watershed ordinance.

Given under my hand and seal of office this 21 day of JULY, 2021.
  
Notary Public, Bell County, Texas

KNOWN ALL MEN BY THE PRESENTS:

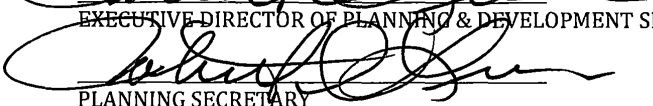
That I, *Seth H. Barton*, do hereby certify that I made an actual and accurate survey on the ground of the platted land, and that the corner monuments shown on the foregoing plat were found, or properly placed in accordance with the Subdivision Ordinance of the City of Copperas Cove, Texas.

  
Registered Professional Land Surveyor No. 6878  
1501 W. Stan Schlueter Lp.  
Killeen, Texas 76549

This plat has been submitted to and considered by the Executive Director of Planning and Development Services or the City Planner of the City of Copperas Cove, Texas, and is hereby recommended by such for its consideration for approval.

APPROVED this 13th day of AUGUST, 2021 by the Executive Director of Planning and Development Services or the City Planner of the City of Copperas Cove, Texas.

  
EXECUTIVE DIRECTOR OF PLANNING & DEVELOPMENT SERVICES OR THE CITY PLANNER

  
PLANNING SECRETARY



# QUINTERO ENGINEERING, LLC

CIVIL ENGINEERING • LAND SURVEYING • PLANNING • CONSTRUCTION MANAGEMENT

1501 W. STAN SCHLUETER LP, KILLEEN TEXAS (254) 493-9962

T.B.P.E. FIRM REGISTRATION NO.: 14709

T.B.P.L.S. FIRM REGISTRATION NO.: 10194110

## FIELD NOTES

0.87 ACRES

## BELL COUNTY, TEXAS

**BEING** all of that certain 0.87 acre tract of land situated in part of the W. L. Moore Survey, Abstract No. 1253, Bell County, Texas, and being all of a called 0.87 acre tract of land described in a deed to Silverado Homes, Inc. recorded in Instrument No. 2021-00022991, Deed Records of Bell County, Texas, being more particularly described as follows:

**BEGINNING** at a 1/2" iron rod with a cap stamped "QUINTERO 10194110" found in the East right-of-way line of Ivy Gap Road and in the North right-of-way line of Hooten bend, For the Northeast corner of the herein described tract.

**THENCE**, S 10° 52' 33" E, 227.24 feet (Deed S 10° 52' 33" E, 227.24 feet), along the said East right-of-way line of Ivy Gap Road to a 1/2" iron rod with a cap stamped "QUINTERO 10194110" found at the Northeast corner of Lot 1, Block 1, Persimmon Springs, Phase One, an addition in the ETJ of the City of Copperas Cove, Bell County, Texas, recorded in Plat Year 2019, Number 115, Plat Records of Bell County, Texas, for the Southeast corner of herein described tract;

**THENCE**, N 73° 38' 43" W, 279.99 feet (Deed N 73° 38' 43" W, 279.99 feet), along the South line of the said Lot 1, Block 1 to a 1/2" iron rod with a cap stamped "QUINTERO 10194110" found in the West right-of-way line of Hooten Bend, being the Northwest corner of the said Lot 1, Block 1, For the Southwest corner of herein described tract;

**THENCE**, N 16° 21' 17" E, 68.78 feet (Deed N 16° 21' 17" E, 68.78 feet), to a 1/2" iron rod with a cap stamped "QUINTERO 10194110" found in the West right-of-way of Hooten Bend, at the beginning of an arc for a curve to the right for a corner of the herein described tract;

**THENCE**, 76.69 feet, Northeasterly along the Arc of the said curve having a Radius of 70.00 feet and a Chord bearing and Distance of N 47° 44' 22" E, 72.91 feet to a 1/2" iron rod with a cap stamped "QUINTERO 10194110" found for a corner of herein described tract;

**THENCE**, N 79° 07' 27" E, 155.24 feet (Deed N 79° 07' 27" E, 155.24 feet), along the said North right-of-way line of Hooten tract to the **POINT OF BEGINNING** and containing 0.87 acres of land, more or less.

The bearings for this description are based upon the Texas State Plane Coordinate System, Central Zone, NAD 83, per Leica Texas Smart Net GPS observations, as surveyed on the ground March 02, 2021, by Quintero Engineering, LLC.

07/21/2021

Seth H. Barton, R.P.L.S.  
Registered Professional Land Surveyor  
No. 6878, Texas



"EXHIBIT A"



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

**Instrument Number: 2021058883**

**As**

**DEDICATION**

**Recorded On:** September 10, 2021

**Parties:** SILVERADO HOMES INC

**To** PERSIMMON SPRINGS PHASE 1 B

**Comment:**

**Billable Pages: 2**

**Number of Pages: 3**

( Parties listed above are for Clerks' reference only )

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

CLERKS RMF:	\$5.00
COURT HOUSE SECURITY:	\$1.00
RECORDING:	\$9.00
<b>Total Fees:</b>	<b>\$15.00</b>

**\*\*\*\*\* DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\***

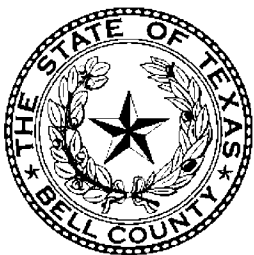
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

**File Information**

Instrument Number: 2021058883  
Receipt Number: 225225  
Recorded Date/Time: 09/10/2021 9:58:15 AM  
User / Station: zbranead - BCCCD0735

**Record and Return To:**

QUINTERO ENGINEERING LLC  
PO BOX 4386  
KILLEEN, TX 76540



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

## Variance Agreement

THE STATE OF TEXAS       §  
COUNTY OF CORYELL       §

That the undersigned, BEN ATKINSON, duly designated President of the SILVERADO HOMES, INC., a Texas corporation and BWA DEVELOPMENT, INC., a Texas corporation, for Persimmon Springs, Phase One-B, ETJ of Copperas Cove, Bell County, Texas Restrictive Covenants recorded in Instrument Number 2020020948 and after having reviewed the preliminary survey drawing for LOT One (1), BLOCK One (1), Persimmon Springs, Phase One-B, ETJ of Copperas Cove, Bell County, Texas, as per plat of record in Instrument 2021058883, Official Public Records of Real Property of Bell County, Texas, commonly known as 3497 Hooten Bent, a copy of which the survey is attached hereto as EXHIBIT "A" for reference, hereby finds that the encroachment of the residence approximately two point six (2.6') feet into the thirty-two point five foot (32.5') building setback line of the property as shown on said survey, would not impair or detract from the high quality of the subdivision.

It is therefore determined that a variance of such encroachment described above should be, and is hereby granted.

SILVERADO HOMES, INC., a Texas corporation

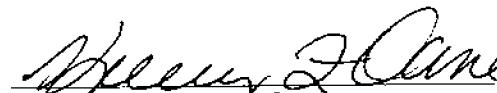
  
BEN ATKINSON, PRESIDENT

BWA DEVELOPMENT, INC., a Texas corporation

  
BEN ATKINSON, PRESIDENT

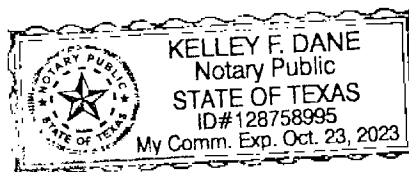
THE STATE OF TEXAS       §  
COUNTY OF Coryell       §

This instrument was acknowledged before me, the undersigned authority, by BEN ATKINSON, President of SILVERADO HOMES, INC., a Texas corporation and BWA DEVELOPMENT, INC., a Texas corporation on this the 21 day of December, 2022.

  
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

Carothers Law Office, P.C.  
401 S. Main St.  
Copperas Cove, TX 76522  
Phone: (254) 547-7010







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

**Instrument Number: 2022074913**

As

**VARIANCE**

**Recorded On:** December 22, 2022

**Parties:** SILVERADO HOMES INC

**To** EX PARTE

**Comment:**

**Billable Pages: 2**

**Number of Pages: 3**

( Parties listed above are for Clerks' reference only )

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

CLERKS RMF:	\$5.00
COURT HOUSE SECURITY:	\$1.00
RECORDING:	\$9.00
<b>Total Fees:</b>	<b>\$15.00</b>

**\*\*\*\*\* DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\***

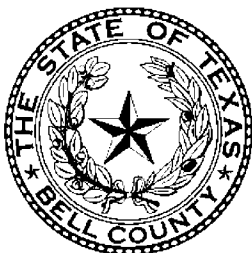
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

**File Information**

Instrument Number: 2022074913  
Receipt Number: 322200  
Recorded Date/Time: 12/22/2022 2:50:30 PM  
User / Station: fosterk - BCCCD0639

**Record and Return To:**

Carothers Abstract and Title



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



PROPERTY BOUNDARY  
LOT LINES  
BLOCKLINE  
ESSENTIAL LINES  
APPLICABLE TRAIL PROPERTY LINES

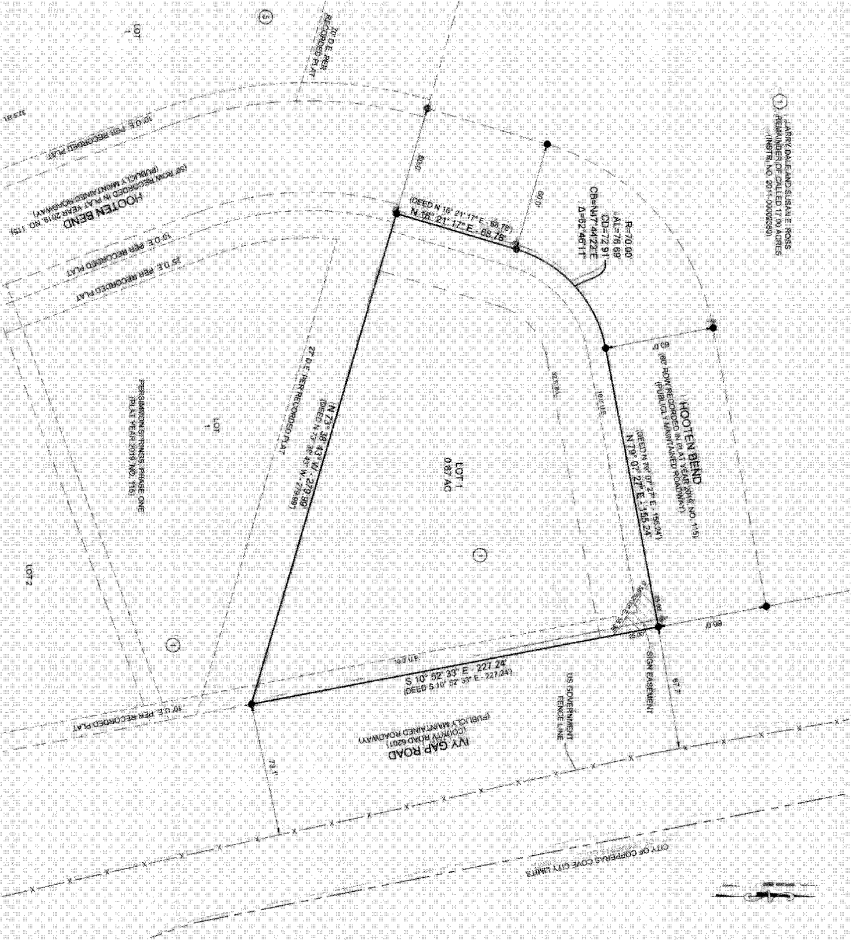
[illegible]

THESE REPORTS ARE WITHIN THE TERMS OF THE AGREEMENT SIGNED IN 1990 BETWEEN THE U.S. AND THE PHILIPPINES GOVERNMENTS WHEREIN THE U.S. AGREED TO MAKE AVAILABLE PHILIPPINE GOVERNMENT RECORDS TO THE PHILIPPINE PEOPLE. FOR INFORMATION OF THE PHILIPPINE PEOPLE, THE U.S. GOVERNMENT HAS CHANGED ITS POSITION.

**LOCATION MAP**

SCALE: 1 INCH = 0.5 MILES

The map shows the downtown area of Seattle, Washington. Key landmarks include the University of Washington, Columbia University, and Washington State University. The project location is marked with a red dot near the intersection of Pacific Center and Downtown Seattle.

[illegible]

Inst # 2021-58883



**PERSIMMON SPRINGS, PHASE ONE-B**  
ETJ OF THE CITY OF COPPERAS COVE, BELL COUNTY, TEXAS

[illegible]

P1

[illegible][illegible][illegible][illegible]



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

**Instrument Number: 2021058883**

**As  
PLAT**

**Recorded On:** September 10, 2021

**Parties:** SILVERADO HOMES INC

**To** PERSIMMON SPRINGS PHASE 1 B

**Comment:**

**Billable Pages: 0**

**Number of Pages: 1**

( Parties listed above are for Clerks' reference only )

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

PLAT RECORDING: \$25.00

**Total Fees:** \$25.00

**\*\*\*\*\* DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\***

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY  
because of color or race is invalid and unenforceable under federal law.

**File Information**

Instrument Number: 2021058883

Receipt Number: 225225

Recorded Date/Time: 09/10/2021 9:58:16 AM

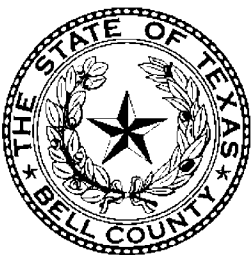
User / Station: zbranead - BCCCD0735

**Record and Return To:**

QUINTERO ENGINEERING LLC

PO BOX 4386

KILLEEN, TX 76540



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