

**Declaration of
RESTRICTIVE COVENANTS
To
VALLEY RANCH, PHASE III**

A Subdivision of Temple, Bell County, Texas

STATE OF TEXAS §
COUNTY OF BELL §

KNOW ALL MEN BY THESE PRESENTS:

That Declarant, Belfair Development, Inc. with offices and principal place of business in **Temple, Bell County, Texas**, is sole owner of **16.206** acres of land in **Bell County, Texas**, as described in field notes by **Lonnie Gillespie R.P.L.S 5261**, attached hereto as **Exhibit A** and incorporated herein by reference for all pertinent purposes, which contains the blocks and lots of **Valley Ranch, Phase III** (“**Subdivision**”), as depicted in the Subdivision Plat attached hereto as **Exhibit B**.

That Declarant has the right to file an amendment to these restrictive covenants, without the necessity of joinder by any other owner of lots within Subdivision, or any interest therein, for so long as Declarant owns a lot within Subdivision for development purposes, for any reason. Notwithstanding the foregoing, Declarant has the right to file an amendment to these restrictive covenants, without necessity of joinder by any lot owner or owner’s within Subdivision, or any interest therein, for the limited purposes of correcting a clerical error, clarifying an ambiguity, removing any contradiction in the terms hereof, or to make such additions or amendments hereto as may be necessary to qualify Subdivision for mortgage’s or guaranty’s by the FHA, VA, other government authorized entity or their successors.

That Declarant further makes and imposes the following restrictions, covenants and limitations on the use of the land, lots, blocks and streets of Subdivision, which will be covenants running with the land:

- 1. ARCHITECTURAL REVIEW:** The Architectural Review Committee (“ARC”) will review and consider variances, approve and/or disapprove design, materials, plans and specifications as to conformance with these covenants.
 - a. Purpose.** The (ARC) will exercise its judgment in review of all proposed improvements, construction, landscaping and alterations on all property within Subdivision, for conformance and harmony with existing and surrounding structures and protection of the trees and environment.
 - b. Review.** No improvements may be erected, placed or altered on any lot, nor any landscaping performed unless complete plans, specifications, and lot plans showing exterior design, height, building material and color scheme, location of structure/s plotted horizontally and vertically, location of walks and driveways, grading and landscaping plan, fencing, and walls, must have first been submitted to and approved in writing by the (ARC). Submittal plans & Specifications, as approved, will be retained by the (ARC).
 - c. Procedure.** The (ARC) will approve or disapprove all plans and requests within thirty (30) days after receipt. Should the (ARC) not take action within thirty (30) days, approval will be presumed, and this procedure deemed fully complied with. The Chairman may act for the (ARC) on routine matters.
 - d. Records.** The (ARC) will maintain written record of all plans and requests received, and action taken.
 - e. Members.** The (ARC) will consist of not more than three (3) members. **Gary N. Freytag** will serve as member and Chairman. The Chairman, his successor or assigns, will appoint (ARC) members as needed, and has authority to remove any member (with or without cause). (ARC) members will not be compensated for services performed pursuant to this covenant.
 - f. Modification.** The (ARC) has the authority to reduce the floor area requirements contained herein by 10% and to modify or waive the masonry requirement. The (ARC) may also waive or modify any other covenants herein when deemed not to impair or detract from the high quality of Subdivision.
 - g. Liability.** (ARC) members will not be liable for damages to any person submitting requests for approval or to any owner (or resident) within Subdivision, by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove any such request.
- 2. LOT USE:** No lot or any part thereof will be used in any manor except for single-family residential purposes. Construction of new buildings and improvements [only] is required.
- 3. REPLATING AND SUBDIVIDING:** Declarant, its successors and assigns, has the exclusive right to replat or subdivide any or all of Subdivision, without prior approval from property owners within Subdivision, subsequent to the filing of these covenants. No lot or lots may be subdivided into smaller lots or parcels of land for the purpose of building thereon, sale or leasing, without approval of Declarant.
- 4. DWELLING TYPE PROHIBITED:** No existing building, trailer or trailer house, mobile home, motor home, basement, garage, or portable building may ever be used as a dwelling, temporary or permanent. Homes, under construction, may not be used as temporary dwellings.
- 5. LIVING AREA:** Residences or dwelling units, within Subdivision must contain conditioned “living floor area” square feet of not less than the amount stipulated in the “Minimum Areas” article of these Restrictive Covenants, except as may be authorized by the (ARC).

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- a. **The conditioned living floor area restriction** applies to the lots, or any subdivision thereof and excludes basements, garages (attached or detached), breezeways, porches and balconies (enclosed or not).
- b. **Detached garages or other out buildings** are permitted provided the main building conforms to the area square footage as herein required and out building construction and exterior finishes are the same (and same proportion) as the main residential building.

6. GARAGES: Each residence within Subdivision must include an automotive garage, adequate to provide enclosed parking for 2 automobiles.

- a. **Garages may be attached or detached** provided the main building conforms to the area square footage as herein required. Detached garage, and any other out building, construction and exterior finishes must be the same (and in the same proportion) as the main residential building.
- b. **Conversion of garages** to dwelling space (living area) by enclosure, is permitted only when alternative garage space is added (attached or detached), and with prior (ARC) approval.
- c. **Temporary or permanent modification of garage doors** to screen-in all or part of the garage door opening to convert the garage, or any portion thereof, into a pet room is not permitted.
- d. **Garages must have operable doors** to facilitate vehicular parking inside. Garage doors are to be sectional, roll-up in design, and must screen garage contents from public view. The garage door exterior must be painted or stained to harmonize with the residence and other residences within the Subdivision, and shall at no time, contain "garage door art" of any type or kind, whether painted or applied.

7. EXTERIOR WALL MASONRY: Dwelling's must have first floor exterior masonry veneer coverage of not less than the amount stipulated in the "Minimum Areas" article of these Restrictive Covenants, except as may be authorized by the (ARC). Windows and doors in exterior masonry walls may be counted as masonry veneer when computing masonry coverage.

8. MINIMUM AREAS: Residences, or dwelling units, within Subdivision must contain minimum areas as defined by the articles on "Living Area" and "Exterior Wall Masonry," as set forth for each lot in the following table:

Block	Lot(s)	Minimum Living Area	Minimum Masonry Coverage
All	All	2,000 Square Feet	75%

9. ROOFING MATERIALS: Wood shake or wood shingle roofing is not permitted. Dwelling and outbuilding roofing must be in accordance with the following schedule.

Block	Lots	Roofing
All	All	3 Tab Composition Shingle

10. BUILDING SETBACK: No building or any part thereof, such as a porch, landing, etc., may be located on any lot nearer than the minimum distances from respective property lines set forth on the Final Plat. The (ARC) may grant setback variances when not in conflict with City requirements or variances thereto.

11. STORAGE AND OUT BUILDINGS: Out building construction must be similar to dwelling construction. Steel buildings and metal roofs are permitted only when constructed of similar materials as the dwelling. Portable Out Buildings are only permitted in rear (fenced) yards, provided the roof does not exceed 10' feet in height. Prior to storage or out building construction, plans must receive (ARC) approval and comply with Restrictive Covenants and applicable city or county codes.

12. FENCES: Yard fencing is optional but must receive ARC approval for Restrictive Covenants compliance, prior to fence construction. The ARC may approve exceptions that harmonize with the neighborhood without creating unsightly or undesirable conditions.

- a. **Fence construction** must be of Western Red Cedar (with galvanized metal posts), Masonry, Wrought Iron or a combination thereof and may not exceed 6' - 0" in height without ARC approval.
- b. **Divider Fences** are fences located on or parallel to a property line common with two or more lots. They may not be placed inside the property line when such placement will create an area that may not be properly maintained or will prevent a neighbor fence connection.
- c. **Drainage and Fence Easements** created hereby, permit installation and maintenance of any future drainage structures required to provide adequate drainage between lots, and for connection of divider fences. Property Owner's may not prohibit adjacent Property Owner's from connecting to a fence.
- d. **Damaged or Deteriorated Fences.** Fences must be functional, well maintained and in plumb, level and square condition, with gates and pickets in place. Damaged or deteriorated fences must be promptly repaired or replaced by the owner. If the original owner of a divider fence is unknown, repair or replacement expense for divider fencing on a common property line is to be shared equally by the respective property owners. Property Owner's, unable to agree on fence repair or replacement may construct a separate new fence, inside and adjacent to the damaged or deteriorated fence.

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- e. **Dog Run fences** must be constructed of materials compliant with these covenants or must not be visible from a street, park or common area

Privately owned, street facing fences that are not maintained as set forth above, may be repaired or replaced by the Property Owners' Association at the respective property owner's expense. Property Owners' Association easements for access to lots, for such fence repair or replacement, are hereby created.

Fence	Required Location	Fence Picket Mounting
Front (facing street)	Aligned at the approximate mid-point of each house	Street side of Fence Frame
Side (facing street)	10' from Side Street Property Line	Street side of Fence Frame
Rear (facing street)	On the lot side of (or within) drainage easement as determined by initial fence construction by Declarant	Street side of Fence Frame
Side & Rear Divider Fences	Property Line dividing lots or adjacent property	Optional

- 13. TREES, LANDSCAPING and YARDS:** Planting of trees, grass and landscaping must be completed immediately after final grading. Yard grass coverage must be a minimum 75% of the lot, inclusive of buildings, driveway, walks, patios and swimming pool. Yards and Landscaping must be mowed, edged and trimmed regularly and must be kept free of weeds, leaves and overgrowth at all times. Subdivision landscaping installed on Dubose Rd., Valley Ranch Dr. and the stormwater detention area, will be maintained by the POA. Trees must be planted in accordance with the following schedule to create a "tree-lined" streetscape. The (ARC) may waive or modify the requirements when existing trees or other factors satisfy the objective.

Yard	Quantity	Species 3" caliper (minimum)	Yard Location
Front	1	Live Oak, Chinquapin Oak Mexican or Monterey Oak, Post Oak, Bradford Pear or Native Cedar Elm	15' from front property line, midway between driveway & opposite property line
Side Street	1		At the approximate midpoint between the front and rear property line

- 14. EXTERIOR LIGHTING:** All exterior lighting and lighting fixtures of any type or nature, must be approved, in writing, by the ARC prior to construction and installation. The ARC may restrict the size and placement of any lighting fixture.
- 15. SITE LINE OBSTRUCTIONS AT CORNER LOTS:** No fence, wall hedge or shrub planting which obstructs site lines at elevations between two and six feet above the roadway may be placed or permitted to remain on any corner lot within the triangular area formed by the street line and a line connecting them at points twenty-five feet (25') from the intersections of the street line, or in the case of a rounded property corner from the intersection of the street lines extended. The same site line limitation will apply to any lot within ten feet (10') of the intersection of a street with the edge of a driveway or alley pavement. No trees are permitted within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such site line.
- 16. REBUILDING, REPLACEMENT OR REMODELING:** All restrictive covenants and conditions apply and govern all future rebuilding, replacement, remodeling or additions, including total or partial destruction of any existing dwelling, detached garage, outbuilding, covered structure, fence or "cluster mail box." Damaged or destroyed subdivision elements, including mailboxes, fences, fence columns, community markers and signposts, are to be immediately repaired or replaced, as nearly as possible, to the original specifications and style.
- 17. EASEMENTS:** Easements for installation and maintenance of utilities, drainage facilities, and connecting divider fences are reserved as shown on the recorded plat. Within these easements, no structure, planting, or other material may be placed or permitted to remain which may damage or interfere with installation or maintenance of utilities, or which may alter, obstruct or retard drainage flow within the easements. The easement area of each lot and all improvements in it must be maintained continuously by the owner of the lot, except improvements for which a public authority, property owner's association or utility company is responsible. The owner of the property upon which a utility easement is located may use it for lawn purposes. Fencing across easements is permitted provided that when such fences are constructed they must not impede the flow of storm water drainage.

In addition to easements shown on the recorded plat, the following additional easements are hereby created:

Five foot wide (5'-0") Drainage and Fence Easements for drainage and divider fence connection, on both sides of each rear and side property line of every lot in the Subdivision.

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- 18. ANTENNA & ANTENNA TOWERS:** Radio, Television or other type antenna, transmitting or receiving structure are not permitted in front or side yards. Such structures are limited to fifteen (15') feet maximum height, in the rear yard only, or when roof mounted, may not exceed the highest point of the house roof. Use of such structures is limited to activities that do not interfere with normal receiving of radio or television transmissions by occupants of neighboring lots.
- 19. PARKING & VEHICULAR ACCESS:** All overnight parking (including extended periods during the day), of resident vehicles must be in driveways or garages. Regular resident parking of commercial vehicles (vehicles with signs advertising a product or service) is permitted only in garages. Vehicular lot access is permitted from front or side streets only.
- No lot or street of Subdivision may be used for parking or storage, temporary or otherwise, of any junked vehicle, abandoned or inoperable vehicle, storage container, pod, trailer or boat, or any part thereof. Vehicular repair and maintenance (other than washing) is permitted only when performed inside garages.**
- 20. VEHICLES, RESTRICTED:** Vehicles with tonnage exceeding three-fourths (3/4) ton, campers, mobile homes, motor homes, boats or trailers are not permitted to be parked overnight or for extended periods during the day in, on or about the streets of Subdivision, or be parked in, on or about the front or side yards of any lot therein. When such vehicles are parked in the rear yard they must be screened from adjacent lots and public view.
- 21. HAZARDOUS CARGO:** No vehicle of any size that normally (or occasionally) transports hazardous, flammable, explosive or poisonous cargo is allowed in, on or about any part of Subdivision at any time. Pest control vehicles are permitted in Subdivision for treatment visits only and may **NOT** remain overnight or for extended periods during the day unless parked inside a locked garage.
- 22. ANIMALS:** Each Owner must abide by the Animals and Pets provision in the Declaration of Covenants, Conditions and Restrictive Covenants of Subdivision ("Declaration") filed in the Official Public Records of Real Property of Bell County, Texas, as may be amended from time to time by the Rules and Regulations of the Subdivision. It is the Owner's responsibility to familiarize themselves with the provision in its entirety. In brief, in no event will there be more than 4 Pets (as that term is described in the Declaration) kept or maintained on a Lot. No exotic or dangerous animal of any type will be permitted on any Lot within the Subdivision. All Pets must be kept in strict accordance with all local and state laws and ordinances and in accordance with all rules established by the Property Owners' Association.
- 23. GARBAGE & RUBBISH:** Garbage, Trash or Rubbish and other waste materials must be kept only in containers authorized by the City. Containers must be kept clean and sanitary, and must be stored away from view from the streets of the Subdivision except on "collection day" after which they must be promptly returned to the storage location.
- 24. SIGNS AND POSTERS:** Signs or posters of any kind are not permitted on any lot of Subdivision except one sign, no greater than four (4) square feet in area, advertising the property for sale or signs used by building or remodeling contractor's during construction or remodeling activities. Variance allowing larger signs by homebuilders may be submitted for (ARC) approval.
- 25. MAILBOXES:** U.S. Mail delivery and deposit will be to "Cluster" type mailboxes. Such boxes will be located in accordance with the Subdivision "Mail Box Plan." Individual curbside mailboxes are not permitted.
- 26. ATHLETIC & PLAY FACILITIES:** Basketball goals, Swings, Slides, Playhouses, Sandboxes or any other sporting or play equipment (permanent or temporary) may not be attached to a house front or located in a front yard or corner-lot side yard without prior written consent of the (ARC). Such equipment located in rear yards must be screened from street view.
- 27. NOXIOUS OR OFFENSIVE ACTIVITIES:** Noxious or offensive activities or any activity which may be or may become an annoyance or nuisance to Subdivision residents are not permitted.
- 28. TEMPLE VALLEY RANCH PROPERTY OWNERS' ASSOCIATION, INC.** These Restrictive Covenants are, in part, an amendment to the Declaration filed in **Volume 5794, Page 496**, of the Official Public Records of Real Property of Bell County, Texas pursuant to Article XX, 'Amendment and Annexation' of the Declaration.
- a.** The Subdivision is included in the Temple Valley Ranch Property Owners' Association, Inc. ("Property Owners' Association") and is subject to all terms, conditions and provisions of the Declaration and all governing documents of the Property Owners' Association. By its signature below, Declarant under the Declaration has approved and consented to the annexation of the Subdivision into the Property Owners' Association.
- b.** Every record Owner of a Lot located in the Subdivision will be a member of the Property Owners' Association and will be subject to all of the terms, conditions and provisions of the Declaration and governing documents of the Property Owners' Association including but not limited to the payment of any annual, membership and special assessment, member charge, and fines and late fees assessed by the Property Owners' Association upon a Lot within the Subdivision.
- 29. CITY and COUNTY REGULATIONS:** These Restrictive Covenants are minimum requirements. City zoning, building and other regulations (lawfully in force or hereafter adopted), may impose more restrictive limitations on Subdivision activities and property use.
- 30. COVENANT ENFORCEMENT:** Enforcement of Subdivision Restrictive Covenants is to be by proceedings at law or in equity, against any person or persons violating or attempting to violate any covenants, conditions, restrictions, or limitations, to restrain violation and/or recover damages. The (ARC) is authorized (but not required) to bring action to enforce compliance with these covenants, for the benefit of Subdivision property owners.

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- 31. TERM OF COVENANTS:** Subdivision Restrictive Covenants, set forth herein, are covenants running with the title of the above-described tract and every subdivision thereof, until ten (10) years after the filing date of these covenants. Said Restrictive Covenants, after the initial ten (10) year period, automatically extend for successive ten (10) year periods. The Restrictive Covenants may be modified (in whole, or in part) after the initial (10) year period, through proper filing of instruments executed by 70% of Subdivision lot owners. Such modifications may not increase impose more restrictive covenants on vacant lots without respective lot owner consent.
- 32. INVALIDATION:** Invalidation of any one or more of these covenants, restrictions, conditions and limitations by judgment or court order, will in no way effect any of the other provisions hereof, which will remain and continue in full force and effect.

EXECUTED this 19th day of February, 2016.

DECLARANT

BELFAIR DEVELOPMENT, INC.

By: _____

JAMES I. HOWE, PRESIDENT

THE STATE OF TEXAS
COUNTY OF BELL

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared **James I. Howe, President Belfair Development, Inc.** known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 19th day of February, 2016.

Notary Public in and for Bell County, Texas



RETURN TO: **James I. Howe**
Belfair Development, Inc.
7353 West Adams Ave.
Temple, Texas 76502

Bell County
Shelley Coston
County Clerk
Belton, Texas 76513



70 2016 00006361

Instrument Number: 2016-00006361

As

Recorded On: February 22, 2016

Recordings

Parties: BELFAIR DEVELOPMENT INC

Billable Pages: 5

To VALLEY RANCH PHASE III

Number of Pages: 6

Comment:

(Parties listed above are for Clerks reference only)

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

Recordings	27.00
Total Recording:	27.00

***** 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: 2016-00006361

Receipt Number: 260950

Recorded Date/Time: February 22, 2016 01:44:44P

User / Station: H Ables - Cash Station 1

Record and Return To:

BELFAIR DEVELOPMENT INC
7353 WEST ADAMS AVE
TEMPLE TX 76502



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