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RESTRICTIVE COVENANTS  
**HERITAGE PLACE VILLAGE, PHASE III**

Doc# 00045266

A Subdivision in Bell County, Texas

STATE OF TEXAS §  
  §  
COUNTY OF BELL §

**KNOW ALL MEN BY THESE PRESENTS:**

**Bare Land Development, Inc.**, a Texas Corporation (sometimes referred to as "Declarant") is the owner of that certain tract of land situated in bell County, Texas, more particularly described by metes and bounds in an exhibit entitled "Legal Description" attached to these Restrictive Covenants, and designated as HERITAGE PLACE VILLAGE, PHASE III, a subdivision in Temple, Bell County, Texas (sometimes referred to as the "Subdivision).

Declarant does make and impose the following restrictions, covenants and limitations with reference to the use of lots, roads, and streets of the Subdivision, which will be covenants running with the land:

1. **Declaration of Covenants, Conditions and Restrictive Covenants.** The restrictions, covenants and limitations of the Subdivision described in this "Restrictive Covenants – Heritage Place Village, Phase III, a subdivision in Temple, Bell County, Texas" (sometimes referred to as "Restrictive Covenants") are subject to and in addition to any restrictions, covenants and limitations described in the "Declaration of Covenants, Conditions and Restrictive Covenants of Heritage Place, Phase I, a subdivision in Temple, Bell County, Texas," recorded in the Official Public Records of Real Property of Bell County, Texas (sometimes referred to as "Declaration") and any and all supplemental declarations thereof. All words defined in the Declaration and used in these Restrictive Covenants will have the same meaning as defined in the Declaration.
2. **Architectural Review Committee ("ARC").** The ARC will act and perform in accordance with the Declaration to maintain and protect the overall integrity of the development of the Subdivision.
3. **Temple Heritage Place Property Owners' Association, Inc.** These Restrictive Covenants are, in part, an amendment to the Declaration filed in Volume 5317, Page 419, of the Official Public Records of Real Property of Bell County, Texas pursuant to Article XX, 'Amendment and Annexation' of the Declaration.

The Subdivision is annexed as a part of Temple Heritage Place Property Owners' Association, Inc. ("Association") and is subject to all terms, conditions, and provisions of the Declaration and all governing documents of the Association. By its signature below, Declarant under the Declaration has approved and consented to the annexation of the Subdivision into the Association.

Every record Owner of a Lot located in the Subdivision will be a member of the Association and will be subject to all of the terms, conditions and provisions of the Declaration and governing documents of the 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 Association upon a Lot within the Subdivision.

4. **Lot use.** No Lot or any part thereof may be used for any purpose except for single-family residential purposes, unless such Lot is designated on the Subdivision Plat as a "commercial use lot." Construction of Living Units and all improvements are restricted to new construction only, constructed on a Lot from the ground up.
5. **Right to Replat or Resubdivide.** Declarant reserves the right to replat or re-subdivide any or all of the Subdivision, subject to compliance with any State, City, and County subdivision standards and subsequent to the filing of the Restrictive Covenants.
6. **Identified Structures not Permitted.** No trailer of any kind or type; prefabricated, modular or manufactured building; mobile home; portable building; tent; shack; or other structure of a temporary nature will ever be moved onto a Lot or the Common Area, whether temporary or permanent. However, during construction, Declarant or a Builder Member (as that term is defined in the Declaration) may erect and maintain such structures as are customary in connection with the construction and sale of the Lot, including, but not limited to storage facilities, portable sanitary facilities, signs, and construction trailers.
7. **Temporary Storage.** Portable storage containers of any type, including Portable On Demand Storage (sometimes referred to as "PODS") or similar containers, trailers, or trucks may be placed upon a Lot, in conjunction with moving personal belongings, furniture, or fixtures to or from the premises. Such temporary placement, is limited to one portable storage container, trailer, or truck for a period not to exceed 48 hours and must have prior ARC approval which will include the specific driveway placement location (generally immediately adjacent to the garage door).
8. **Permitted Structures.** One (1) single-family residential dwelling or Living Unit will be permitted and constructed on a Lot. All Living Units will be constructed of new materials, on the Lot from the ground up, and approved by the ARC, in writing, in advance of construction. Any deviation in the design or material composition shown on such ARC approved plans and specifications must be approved by the ARC, in writing, in advance of construction.

The Living Unit cannot exceed 2 stories in height. The Living Unit may be a 1-story, 2-story or split-level residence with a private garage, attached or detached, for 1 or more vehicles but no larger than a 3-vehicle structure and no more than one

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Bare Land Development Inc  
Temple TX  
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attached or detached structure for storage constructed in accordance with the provision for Accessory Buildings below. These structures may not be occupied as a residence.

9. **Accessory Buildings.** Every accessory building or structure, inclusive of such structures as a detached garage or storage building ("Accessory Building"), will be aesthetically compatible with the Living Unit to which it is appurtenant in terms of its design and material composition. All Accessory Buildings will be subject to the prior approval of the ARC. The ARC will have the authority to withhold approval of Accessory Buildings that are directly visible from a public street. In no instance will an Accessory Building exceed 10' in height nor will the total floor area of an Accessory Building exceed 10%, individually or in the aggregate, of the floor area of the Living Unit.
10. **Height Restriction.** No Living Unit will be erected, constructed, or altered that exceeds 2 standard stories in height, provided, however, that all applicable ordinances, regulations, and statutes with respect to the maximum height of buildings and structures will be complied with at all times.
11. **Living Area.** Residences or dwelling units within Subdivision must contain conditioned "living floor area" square feet of not less than **1,100 square feet** (the ARC is authorized to grant up to a 10% reduction), subject to the following restrictions:
  - 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 the building exterior finishes are the same, and in the same proportion, as the main residential building.
  - c) **Conversion of garages** to dwelling space by enclosure, whether air conditioned or not, is permitted only when alternative garage space is added (attached or detached), and with prior ARC approval.
12. **Exterior Wall Masonry.** Except as may be authorized by the ARC, the minimum first floor exterior wall masonry coverage of dwellings, detached garages or out buildings within the Subdivision must be **100%**. Windows and doors in exterior masonry walls may be counted as masonry veneer when computing masonry coverage. The term "Masonry" includes brick, brick veneer, stone, rock, stucco, and fiber cement siding, such as Hardiplank™, Hardiboard™, Cemplank™, a combination of such products, or equivalent products.
13. **Roofing Materials and Design.** Minimum roof pitch design is 4/12 or greater. Wood shake or wood shingle roofing is not permitted. Minimum dwelling and outbuilding roofing must be 3-Tab Composition Shingles – Minimum 20 year rating. Alternate roofing materials must be approved in advance by the ARC.
14. **Fences.** Except as set forth below, fences are not required within the Subdivision. New or replacement fences must comply with the following and receive ARC approval prior to construction.
  - a. **Fences visible from a street must be constructed as follows:**
    - (1) **Fence Height** may not exceed 6'-0".
    - (2) **Fence Pickets and rails (or cross boards)** must be Western Red Cedar with the 'smooth side' facing the street and all fence framing and cross boards facing inward (not visible from a street or common area).
  - b) **Front Fences** (between 2 houses, facing the street upon which the house fronts) are required and must be constructed upon completion of the house and, weather permitting, prior to occupancy. They must be "in-line" between houses unless prevented by house plan or other limitations approved by the ARC.
  - c) **Divider Fences** are fences located parallel to and on or near a property line common with two or more lots.
  - d) **Fence Easement.** Any drainage easement shown on the Subdivision Plat or created by separate instrument duly recorded in the Official Public Records of Real Property of Bell County, Texas, will also serve as a Fence Easement, to the extent necessary to permit authorized property fences to connect with other fences. Additionally, the Association may use the Fence Easement to repair or replace any owner-neglected fence, as the Association in its sole discretion and in accordance with the Declaration, deems appropriate. The cost of such repair or replacement will be the respective owner's expense.
  - e) **Fences must be adequately maintained,** functional and in good appearance. Damaged or deteriorated fences must be promptly repaired or replaced. The expense for repair or replacement of divider fences is to be shared equally by the respective property owners, to the extent they share fencing on a common property line. Property Owners, unable to agree on fence repair or replacement, may construct a separate new fence, adjacent to the damaged or deteriorated fence.
  - f) **Dog Run Fences** must not be visible from a street or Common Area.

Fence	Required Location
Front Fences (face front yard)	In compliance with statement (13.a) above
Side Street Fence	On or inside the Side Street Property Line
Side & Rear Divider Fences (dividing lots or adjacent property)	Property Line

Rear Lots 1,2,3 & 4, Block 6 (adjacent to City Park)	Property Line. Constructed of black chain-link with black posts, 4' maximum height with one pedestrian gate. Divider Fences (that exceed 4' in height) must taper down to 4' at the rate of 4'/12' to the connection with the rear property line fence.
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15. **Parking Pads and Sidewalks.** Parking pads and sidewalks must be constructed of concrete. The Owner will be responsible for all maintenance of any parking pads or sidewalks constructed upon their respective Lot.
16. **Landscaping.** Front and side street yard landscaping must be completed immediately after final grading. Front and side street yards must be 100% Bermuda grass sod. Other yard areas must be planted with Bermuda grass seed (or sod) immediately upon initial occupancy. Yards and landscaping must be mowed, edged and trimmed regularly and maintained free of weeds, leaves and overgrowth at all times. To ensure the general uniformity of appearance of the subdivision, minimum 2" or greater caliper trees must be planted in each lot, generally located according to the following table.

Yard	Tree Location
Front	Midpoint between the driveway and opposite side property line.
Side Street	Midpoint between front and rear property lines.
Acceptable species: Live Oak, Red Oak, Bur Oak, Post Oak, Chinquapin Oak, native Cedar Elm & Bradford Pear The ARC will consider alternate species when requested in writing, prior to planting.	

17. **Landscaping Maintenance.** Until a Dwelling Unit is constructed on a Lot, the Owner of the Lot is responsible for all lot maintenance and upkeep. Owner's must mow and maintain their Lot(s) in a neat and well-groomed condition at regular intervals, consistent with the intent of the Restrictive Covenants. Building materials may not be stored on a Lot; excess building materials, not needed for construction, and any building refuse must be promptly removed from each Lot.

If an Owner fails to maintain its respective Lot, Declarant or the Association may, at its option, and in its sole discretion, have grass, weeds, and vegetation cut when and as often as necessary, and have dead trees, shrubs, and plants removed from the Lot. Declarant or the Association may also, at its option and in its sole discretion, remove any excess building materials or building refuse situated on a Lot in violation of the Restrictive Covenants. The offending Owner or Builder Member of any Lot must reimburse Declarant or the Association for the cost of such maintenance or removal upon demand.

Landscaping requirements are set solely by the ARC. All proposed landscape plans must be submitted to and approved by the ARC, prior to planting.

18. **Obstructive Landscaping at Intersections.** No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2' and 6' above the roadway will be placed or permitted to remain on any corner Lot within the triangular area formed by the street lines and a line connecting them at points 25' feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street lines extended. The same sight line limitation will apply on any Lot within 10' from the intersection of a street with the edge of a driveway or alley pavement. No trees will be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight line.
19. **Responsibility to the Environment.** Subdivision is located in the 'Clear Water Underground Water Conservation District' requiring each Lot Owner to ensure that land use and development is environmentally sensitive and in compliance with all local, state, and federal stormwater pollution prevention programs and regulations.
20. **Building Set-back Minimum.** No Living Unit, Accessory Building or other approved improvements may be located on any Lot nearer to the front, side or rear property lines than the minimum building setback lines shown on the recorded plat. The ARC may establish additional setback lines as necessary.
21. **Future Remodeling or Additions.** All covenants and conditions of the Restrictive Covenants and the Declaration will apply to future remodeling of and additions to a Living Unit, Accessory Building, and other approved improvements, and to rebuilding in case of total or partial destruction of any existing structure.
22. **Nuisances.** No noxious or offensive activity will be permitted upon any Lot nor will anything be done thereon which may be or may become an annoyance or nuisance to other Owners. An Owner may do no act or any work that will impair the structural soundness or integrity of another building or impair any easement, nor do any act nor allow any condition to exist which will adversely affect the other living units, improvements or property of the other Owners. Discharge of firearms or bow and arrows, or hunting of any kind, is not permitted within Subdivision. Exterior speakers, horns, whistles, bells, or other sound devices are permitted provided the volume of such devices is reasonable and does not disturb neighboring residences.
23. **Pets.** Cats, dogs and other generally recognized household pets are permitted, however no more than a total of four such animals may be kept on a single lot and they may not be bred for commercial purposes. Livestock, poultry, exotic or dangerous pets of any type (i.e. pit bulls, boa constrictors, ferrets, etc.) that may pose a safety or health threat to the community may not be raised, bred, or kept on any Lot. Refer to Subdivision "Declaration of Covenants and Restrictions".

Any pet which endangers the health of any owner, occupant or visitor of a Lot, or creates a nuisance or an unreasonable disturbance, or is not a common household pet, must be permanently removed from Subdivision. All allowable pets must be

kept in strict compliance with all local ordinances or regulations, including leash laws. It is the responsibility of the owners of such animals to prevent them from running loose or becoming a nuisance to other residents.

24. **Restricted Vehicles.** No vehicle with tonnage in excess of 1 ton (except for those vehicles used by a Builder Member during construction of the improvements), camper, camper shell, trailer, mobile home, motor home, boat, marine craft, hovercraft, aircraft, recreational vehicle, travel trailer, or wrecked, junked, or inoperable vehicles will be kept, parked, stored, or maintained on any portion of a Lot or the Common Area. The ARC will have the absolute authority to determine from time to time whether a vehicle or accessory is being stored or maintained on any Lot or the Common Area. Upon an adverse determination by the ARC, the vehicle or accessory will be removed and the Lot will be brought into compliance with the Restrictive Covenants.
25. **Parking.** All overnight parking (and for 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. Any motor vehicles in excess of 1 ton must be concealed from public view and may not be parked in yards when visible to a street or another Lot.  

No Lot, street or alley in the Subdivision will be used for parking or storage, temporary or otherwise, any junked vehicle, abandoned or inoperable vehicle, trailer or boat, or any part thereof. Vehicular repair and maintenance (other than washing) is permitted only when performed inside garages.
26. **Hazardous Cargo.** No vehicle, of any size, which normally or occasionally transports hazardous cargo, including flammable, explosive or poisonous cargo is allowed in, on or about any part of said subdivision at any time, except in the course of normal home service or repair. Pest control vehicles are permitted within the Subdivision for treatment visits only and may not remain overnight or for extended periods of time during the day, except when parked in enclosed garages.
27. **Air Conditioning Equipment.** Unless otherwise approved by the ARC, all dwelling or outbuilding ground mounted Air-conditioning equipment must be located in side or rear yards.
28. **Exterior Lighting.** All exterior lighting and lighting fixtures, of any type or nature, must be approved by the ARC prior to construction and installation. The Board may restrict the size and placement of any lighting fixture. Temporary holiday ornamental lighting does not require prior ARC approval and may be placed on homes and lots (only) during the period beginning one week prior to Thanksgiving and ending January 10. Such lighting must be completely removed throughout the remainder of the year. Temporary holiday lighting and display plans do not require prior ARC approval; however, excessive displays are not permitted and may be required to be removed at the discretion of the ARC.
29. **Signs.** No sign or poster of any kind greater than two (2') square feet will be allowed on any Lot of said subdivision. One (1) sign of no more than four (4') square feet in area advertising the property for sale or rent, or signs used by a builder to advertise construction on the Lot will be allowed. Larger, temporary, builder signs may be authorized by the ARC.
30. **Oil or Mining Operations.** No oil or natural gas drilling, oil or natural gas development operations, oil refining, quarrying or mining operations of any kind will be permitted, upon or in any Lot or Common Area, nor will oil wells, tanks, or mineral excavations be permitted upon any Lot, unless such oil or natural gas development operations, quarrying, or mining operations does not disturb the surface of any Lot or Common Area or is visible from the surface of any Lot or Common Area. No derrick or other structure designated for use in boring for oil or natural gas will be erected, maintained, or permitted on any Lot or Common Area. No tank for the storage of oil or other fluids may be maintained on any of the Lots or Common Area above the surface of the ground. Regardless of any language in this paragraph to the contrary, Declarant may, at an time, designate a well drilling location in the Common Area or Lot or other property owned by Declarant or Declarant's assigns for the specific purpose of designating a well drilling location, or natural gas drilling or oil or natural gas development operations of any kind within such designated site on the Common Area or Lot or other property owned by Declarant or Declarant's assigns for the specific purpose of designating a well drilling location.
31. **Garbage/Rubbish.** No Lot or the Common Area will be used or maintained as a dumping ground for rubbish. Garbage, trash or rubbish, and other waste materials must be kept only in sanitary containers as specified by city ordinance. Such sanitary containers may not be placed in the street for pick up earlier than 6 pm on the day prior to collection and must be returned to its place of storage prior to 10 pm the day of collection. No trash, ashes, leaves, grass cuttings, or other refuse may be placed or dumped on any vacant lot, common area, park, street, right-of-way, or drainage area in the Subdivision. No cans, bags, containers or receptacles for the storing or disposal of trash, garbage, refuse, rubble, or debris will be stored, kept, placed or maintained on any Lot where visible from any street.
32. **Athletic Equipment.** Basketball goals or backboards, children's swing/slide apparatus or any other similar sporting/play equipment may not be placed, permanent or temporarily, on the front or side street side of dwellings, in front or side street yards, in the street, or on the curb of any lot.
33. **Unightly conditions.** Lot Owners agree to keep all unsightly conditions obstructed from the view of any public street or another Lot or the Common Area.
34. **Utility and Drainage Easements.** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting, or other material may be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of surface drainage in the easements, or which may obstruct or retard the flow of stormwater in the easements. Except for those improvements for which a public authority or utility company is responsible, the easement areas of each Lot and all improvements in such easements must be maintained continuously by the Owner of the Lot. The Owner

of the Lot upon which a utility easement is located may use it for lawn purposes. Fencing in drainage easement areas may be permitted, provided surface drainage is not altered or obstructed and prior approval is secured from the ARC.

**Easements, 2'-6" wide, for stormwater and divider fence connection purposes, are hereby created on each side of each rear and side lot property line of each and every lot in Subdivision.**

- 35. **Water Supply Systems.** No individual water supply systems are permitted on any Lot.
- 36. **Waste Water Treatment Systems.** Onsite wastewater disposal systems are not permitted unless such systems are designed, located and constructed in accordance with the requirements, standards and recommendations of the City of Temple, Texas, and the Bell County Health Department. Approval of such systems as installed will be obtained from such authority prior to any site work. Temporary facilities for construction workers are permitted.
- 37. **Restrictive Covenants Term.** The Restrictive Covenants set forth above, and each of them, will be covenants running with the title of the above-described tract and every part thereof, and every re-subdivision thereof, until 20 years from the date of this conveyance, and after which time the Restrictive Covenants will be automatically extended for successive periods of 10 years thereafter unless an instrument signed by a majority of the then land owners of the Subdivision may change the Restrictive Covenants in whole or in part.
- 38. **Restrictive Covenants Invalidated.** Invalidations of any one or more of the Restrictive Covenants by judgment or court order, will in no way affect any of the other provisions hereof, which will remain and continue in full force and effect.
- 39. **Enforcement of Restrictive Covenants.** Enforcement of the Restrictive Covenants will be by proceedings at law or in equity, against any person or persons violating or attempting to violate any one or more of the Restrictive Covenants, either to restrain violation or to recover damages. Should it become necessary for the Declarant or an Owner of a Lot to retain the services of any attorney for the specific enforcement of the Restrictive Covenants contained herein, the person in violation of any of the restrictions contained herein agrees to pay for reasonable attorney's fees and all other reasonable expenses in connection therewith. Fines and penalties for Restrictive Covenants violations are set forth in the Home Owners' Association documents and may be amended from time-to-time by its board of directors.
- 40. **Local Ordinances.** The Restrictive Covenants are, in all respects, subject to any applicable ordinances and regulations lawfully in force or hereafter adopted.
- 41. **Altering Restrictions.** As long as Declarant owns a Lot within the Subdivision for development, Declarant, at Declarant's discretion, may alter the Restrictive Covenants, without the joinder of any other Lot Owner. Thereafter, the Restrictive Covenants may be altered or abandoned at any future date by a 75% affirmative vote of the Lot Owners within the Subdivision, with 1 vote being allotted to each plot, or 1 vote per acre, whichever produces the larger number of votes.
- 42. **Variances.** The ARC, in its sole discretion, has the authority to grant variances of any setback line, to alter any setback line, to waive any encroachment across or into any setback line, Common Area, or easement, or alter any Restrictive Covenant so long as the alteration does not diminish the value or overall integrity of the Subdivision, to the extent that the ARC has the authority to waive such encroachment into an easement, as the ARC deems necessary. Such variance or waiver will be by written instrument in recordable form.

EXECUTED Nov. 3, 2008.

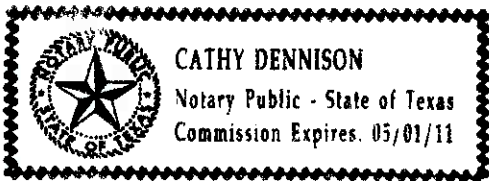
**BARE LAND DEVELOPMENT, INC., a Texas Corporation**

By: [Signature]  
**GARY N. FREYTAG, President**

THE STATE OF TEXAS §  
§  
COUNTY OF BELL §

This instrument was acknowledged before me on Nov 3, 2008, by GARY N. FREYTAG, in his capacity as President of BARE LAND DEVELOPMENT, INC., a Texas corporation, on behalf of said corporation.

[Signature]  
Notary Public



Bell County  
Shelley Coston  
County Clerk  
Belton, Texas 76513

Instrument Number: 2008-00045266

Recorded On: November 10, 2008

As  
Recordings

Parties: BARE LAND DEVELOPMENT INC  
To HERITAGE PLACE VILLAGE PH3

Billable Pages: 5  
Number of Pages: 6

**Comment:**

( Parties listed above are for Clerks reference only )

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

Recordings	30.00
Total Recording:	30.00

\*\*\*\*\* 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: 2008-00045266  
Receipt Number: 41587  
Recorded Date/Time: November 10, 2008 03:11:24P

**Record and Return To:**

BARE LAND DEVELOPMENT INC  
7353 WEST ADAMS AVE  
TEMPLE TX 76502

User / Station: M Evans - Cash Station 2

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, appearing to read "Shelley Coston", is written over a horizontal line.