



Members of the ARC will not be liable to any person (including owners of any Lot within the Subdivision (collectively the "Lot Owner" and builders/contractors) subject to or possessing or claiming any benefits under these Restrictive Covenants for any damage or injury to the property of others arising out of their acts.

The number and initial ARC members will be decided by Declarant. During the Declarant Control Period (as that term is defined in the Declaration), in the event of the death or resignation of any member of the ARC, Declarant will have full power and authority to appoint a successor committee member or members, chosen in its sole discretion, with like authority. At the termination of the Declarant Control Period, the Board of Directors (as that term is defined in the Declaration) will appoint the members of the ARC, which committee will consist of at least two (2) members.

3. **Lot Use.** The Property will be used for the following purposes only: single-family residential. No commercial business may be located on, operated from, or permitted on the Property.
4. **Permitted Structures.** One (1) single-family residence may be permitted and constructed on a Lot. A single-family residence is referred to as a "Residence". All Residences that are built on a Lot must be of new construction, built from the ground up. Each Residence cannot exceed two (2) stories in height, i.e. may be a 1-story, 2-story or split-level residence. Each Residence will be constructed with its own private garage, attached or detached, for not less than two (2) or more than three (3) vehicles. An attached or detached structure for storage may be constructed on a Lot in accordance with the provision for Accessory Buildings below, but such structure may not be occupied as a residence.
5. **Prohibited Structures.** No trailer of any kind or type; prefabricated, modular or manufactured home or building; mobile home; portable building; tent; shack; or other structure of a temporary nature will ever be moved onto a Lot, whether temporary or permanent, or occupied as a residence. However, during construction, Declarant or a builder/contractor may erect and maintain such structures as are customary in connection with the sale of a Lot or the construction of a Residence, including, but not limited to storage facilities, portable sanitary facilities, signs, and construction trailers.
6. **Location of Permitted Structures.** No Residence, structure, or Accessory Building (defined below) may be constructed on a Lot closer to the front, back, and side property lines than as noted or set out on the plat of the Subdivision. No Fence (defined below) may be constructed or allowed to remain in front of the minimum building setback line for the front property line. All storage sheds and outbuildings must be located behind the Dwelling.
7. **Living Area of Permitted Structures.** All Residences will have a minimum of air-conditioned living floor as follows:

Type of Residence	Minimum Square Footage - 1 <sup>st</sup> Floor	Minimum Square Footage - 2 <sup>nd</sup> Floor
Single Story Residence	2,800	n/a
Two Story Residence	2,200	800

Calculations for minimum square footage will exclude basements, garages (attached or detached), breezeways, porches and balconies (enclosed or not). Enclosure or conversion of a garage, or portion thereof, to living, storage, or other use is permitted only if, prior to construction, approval of the ARC has been obtained pursuant to the terms of these Restrictive Covenants and the Declaration, and, upon completion, the living quarters of the Residence is served by garage space compliant with these Restrictive Covenants. Driveway material to the enclosed converted space must be replaced with landscaping. Garage conversion plans must receive the approval of the ARC (defined below) prior to construction and conversion.

8. **Exterior Wall Construction.** The exterior of each Residence must be constructed of at least 90% masonry product, i.e. brick, stone, rock, stucco, or cement board (hardiplank), or other such material approved in

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advance by the ARC. In no event will the exterior of any Residence or other structure be constructed of more than 10% cement board (hardiplank) unless previously approved by the ARC.

9. **Mailboxes.** Each mailbox will be enclosed in masonry material identical to the masonry used on the Residence constructed on the Lot, the design of which must be approved by the ARC prior to construction or installation. If required by the United States Postal Service, multiple cluster mailboxes may be located on any Lot designated by Declarant.
10. **Driveways.** Driveway and parking pad material will be of concrete, concrete aggregate, or brick materials. Driveways will be constructed such that there is no impedance of the flow of drainage runoff within the dedicated right-of-way.
11. **Air Conditioning Apparatus.** No air-conditioning apparatus or water softener system (collectively "**Apparatus**") will be installed on the ground or on the roof of any Residence, unless the Apparatus is:
  - (a) Tastefully screened from public view and is not visible from the private streets of the Subdivision; and
  - (b) The placement of the Apparatus and screening are approved by the ARC prior to the installation of the Apparatus.
12. **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 Residence constructed on the Lot to which the Accessory Building is appurtenant in terms of its design and material composition. No more than one (1) Accessory Building may be constructed on a Lot upon which a Residence has been built. The location, design, and building material of each and every Accessory Building must receive the written approval of the ARC prior to construction. In no instance will an Accessory Building exceed one (1) story 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 Residence.
13. **Fences.** New or replacement fences (collectively the "**Fence**") may not be constructed without the approval of the ARC prior to construction. The Fence located between two (2) Residences, facing the street, must be constructed "in-line" between the Residences unless prevented by the house plan or other limitations. The Fence must be adequately maintained, functional and in good appearance. A damaged or deteriorated Fence must be promptly repaired or replaced. The expense for repair or replacement of divider fences (being the Fence located parallel to and on or near a common property line of two (2) or more Lots) is to be shared equally by the owners of the respective Lot to the extent they share the Fence located on a common property line.
14. **Maintenance & Repair.** Each Lot Owner will be solely responsible for the exterior maintenance upon his/her Lot, including the maintenance of the Residence, Accessory Building or other structure or improvements which are located on his/her Lot. Each Lot Owner will, at his/her sole cost and expense, repair his/her Dwelling, Accessory Building, or other improvements which are located on his/her Lot, keeping the same in a condition comparable to the condition of such improvement at the time of its initial construction, excepting only normal wear and tear.
15. **Landscaping Maintenance.** Each Lot Owner is responsible for all lawn maintenance and upkeep of his/her respective Lot. Each Lot Owner is required to mow and water his/her respective Lot at regular intervals and maintain its appearance in a neat and well-groomed condition, consistent with the intent of the Restrictive Covenants and quality of the Subdivision. No building materials may be stored on a Lot, and any excess building materials not needed for construction and any building refuse will be promptly removed from each Lot.

All Lot Owners agree to keep that portion of his/her respective Lot that is visible from the public roads or from the Residences located on the adjoining Lots free from debris, trash, waste, and abandoned or disabled equipment, vehicles, or other types of vehicles.

If a Lot Owner fails to maintain his/her respective Lot, Declarant or the ARC may, at its option and in its sole discretion, have the grass, weeds, and vegetation cut when and as often as the same is necessary, and have dead trees, shrubs, and plants removed from the Lot. Declarant or the ARC 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 Lot Owner will be obligated to reimburse Declarant or the ARC for the cost of such maintenance or removal upon demand.

16. **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.
17. **Antenna's and Satellite Dishes.** Radio, television or other receiving or transmitting antenna, satellite dish, or apparatus ("receiving device") installations are not permitted to be visible from a street unless it is impossible to otherwise receive such signals. In the event a street visible installation location is approved, screening may be required. Installation of all such receiving devices must receive approval from the ARC prior to installation.
18. **Athletic & Play Facilities.** Basketball goals, swings, slides, playhouses, sandboxes or any other sporting or play equipment (permanent or temporary) may not be attached to the front of a Residence or located in a front yard, or corner lot side yard, without prior written consent of the ARC.
19. **Animals & Pets.** No animals, livestock, poultry or Exotic or Dangerous Animal (as defined below) of any type may be raised, bred or kept on any Lot, except for cats, dogs or other generally recognized household pets (collectively "Pets"). No more than two (2) Pets per living quarters of a Residence may be kept on a Lot. All Pets must be kept in strict accordance with all local and state laws and ordinances (including leash laws). All Pets must be vaccinated in accordance with local custom and laws. Each Pet should wear a tag provided by a licensed veterinary to evidence the up-to-date vaccination. All Pets must be kept indoors, in a fenced area (fenced with materials as stated above or by an electronic animal control device) or on a leash. It will be the responsibility of the owner of the Pet to prevent the animal(s) from running loose or becoming offensive or a nuisance to other owners or occupants. Offensive barking or howling is considered a "nuisance" or "offensive activity" and is not permitted. It will be the responsibility of the owner of the Pet(s) to clean up after their Pet(s) when on the private property of others.

An "Exotic or Dangerous Animal" is an animal that may pose a safety or health threat to a Lot Owner, their guest, invitees or tenants, and includes:

- (a) dog breeds of pit bull, Rotweiler and Doberman pinscher, regardless of whether the animal is purebred, a mixed breed or registered with the AKC or similar registration organizations;
- (b) poisonous insects, amphibians, or reptiles;
- (c) boa constrictors and other constrictor reptiles;
- (d) swine
- (e) animals considered "feral" or wild by nature except guinea pigs, hamsters and gerbils; and
- (f) alligators.

20. **Waste Water Treatment Systems.** No individual sewage disposal system will be permitted on any Lot unless such system is designed, located and constructed in accordance with the requirements, standards and

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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.

21. Restricted Vehicles.

(a) No vehicle with tonnage in excess of 1 ton (except for those vehicles used by a builder/contractor 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. 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. Upon an adverse determination by the ARC, the vehicle or accessory will be removed and the Lot will be brought into compliance with these Restrictive Covenants.

(b) 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 the 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.

22. Parking. 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.

No Lot, street or alley in the Subdivision will be used for parking or storage, temporary or otherwise, of 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.

23. Prohibited Uses.

(a) The Property will not be used as a dumping or holding ground for rubbish. All trash, garbage, or other waste must be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of waste must be kept clean and sanitary.

(b) No junk cars or wrecking yards will be permitted on the Property.

(c) No activities will be permitted on any Lot within the Subdivision that will unreasonably disturb the quiet enjoyment of the adjoining Lot Owners and their guests, invitees, and tenants.

(d) There will be no hunting or discharge of firearms of any kind allowed in the Subdivision.

(e) There will be no fireworks allowed in the yards and/or streets of the Subdivision which is in accordance with the city ordinance.

(f) No sign or poster of any kind will be allowed on any Lot except one (1) sign of not more than four (4) square feet in area advertising the property for sale or rent, or sign used by a builder/contractor to advertise construction on the Lot.

24. Nuisances. No noxious or offensive activity will be carried on upon any Lot nor will anything be done thereon which may be or may become an annoyance or nuisance to other Lot Owners. A Lot 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 property of other Lot Owners within the Subdivision.

25. **Responsibility to the Environment.** Each Lot Owner hereby acknowledges the responsibility to remain environmentally sensitive in land use and development due to property location within the Clearwater Underground Conservation District and/or any other watershed.
26. **Lot Consolidation.** Any Owner owning two (2) or more adjoining Lots may consolidate such Lots into a single building site for the purpose of constructing one (1) Residence, Accessory Building, and such other improvements as are permitted in the Restrictive Covenants (the "Consolidated Lot"). Any building setback line along the common interior boundary line of such adjoining Lots to be consolidated will be disregarded and ignored, and will not be applicable for determining the location of the improvements constructed on the Consolidated Lot. Any building setback lines along the exterior boundary lines of the Consolidated Lot will be observed and applicable for determining the location of the improvements constructed on the Consolidated Lot. Each Consolidated Lot will meet all lawful requirements of any applicable statute, ordinance, or regulation. Prior to the completion of construction of the Residence and any Accessory Building on a Consolidated Lot, the Consolidated Lot will bear, and the Owner will be responsible for all assessments and voting rights applicable to each of the pre-consolidated Lots that were consolidated into a single building site. After completion of construction of the Residence and an Accessory Building on a Consolidated Lot, the assessments applicable to the pre-consolidated Lots will merge and the Consolidated Lot will bear, and the Owner will be responsible for assessments attributable to one (1) Lot, provided, however, any pre-consolidated Lot upon which no improvements (i.e. the Residence or an Accessory Building) are constructed or which can be sold by the Owner as a stand-alone lot will bear, and the Owner will be responsible for assessments attributable to such pre-consolidated Lot. For example, three (3) Lots are consolidated into a Consolidated Lot. The Residence and an Accessory Building are constructed on two (2) of the pre-consolidated Lots and the third pre-consolidated Lot is left in its raw and natural state (i.e. no improvements are constructed on the third pre-consolidated Lot). In this example, the Consolidated Lot would bear assessments attributable to two (2) Lots – the improved portion of the Consolidated Lot as a single Lot and the unimproved pre-consolidated Lot as a single Lot.
27. **Replatting of Lot.** No Lot can be subdivided into smaller lots or parcels of land without the express written consent of the ARC. However, Declarant reserves the exclusive right to replat or resubdivide any or all of the Subdivision without the prior approval of the ARC or any Lot Owner subsequent to the filing of these Restrictive Covenants.
28. **Application of Restrictive Covenants.** All restrictive covenants and conditions will apply to future remodeling of and additions to a Residence and Accessory Building, and to rebuilding in case of total or partial destruction of any existing structure.
29. **Variances.** During the Development Period (as that term is defined in the Declaration), Declarant, in its sole discretion, will have the authority to consider and grant variances of or alter any setback line (but only to the extent that such setback line exceeds the minimum City of Temple or County of Bell standards, whichever is applicable), waive any encroachment across or into any easement (but only to the extent that Declarant has the authority to waive such encroachment into an easement), or alter or amend any Restrictive Covenant (collectively "Variance") so long as the Variance does not diminish the value or overall integrity of the Subdivision. At the termination of the Development Period, the ARC, in its sole discretion, will have the authority to consider and grant a Variance. Such Variance will be by written instrument in recordable form.
30. **Restrictive Covenants Term.** The Restrictive Covenants set forth above, and each of them, will be covenants running with the title of the Property, and every part thereof, and every re-subdivision thereof, until twenty (20) years from the date of these Restrictive Covenants, and after which time the Restrictive Covenants will be automatically extended for successive periods of ten (10) years thereafter unless a majority of the then Lot Owners of the Subdivision approve a change in the Restrictive Covenants in whole or in part, and file a written amendment of these Restrictive Covenants in the Official Public Records of Real Property of Bell County, Texas.

31. **Restrictive Covenants Invalidated.** Invalidation 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.
32. **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 a Lot Owner 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 Restrictive Covenants contained herein agrees to pay for reasonable attorney's fees and all other reasonable expenses in connection therewith.
33. **Zoning Ordinances.** The Restrictive Covenants are, in all respects, subject to any applicable zoning regulations lawfully in force hereafter adopted.
34. **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.
35. **Altering Restrictions.** During the Development Period, Declarant, at Declarant's discretion, may alter or amend the Restrictive Covenants, without the joinder of any other Lot Owner, including but not limited to altering or amending the Lot Use, Living Area of Permitted Structures, or Exterior Wall Construction. At the termination of the Development Period, the Restrictive Covenants may be altered, amended, or abandoned at any future date by an affirmative vote of the Majority (as that term is defined in the Declaration) of the Lot Owners within the Subdivision, with 1 vote being allotted to each Lot.

EXECUTED TO BE EFFECTIVE March 29, 2016.

See next page for signatures

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JDIS INVESTMENTS, INC., a Texas corporation.

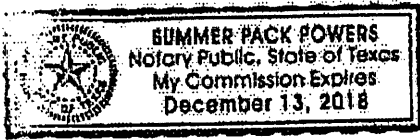
By: Jacob DeKoker  
JACOB DeKOKER, President

ACKNOWLEDGMENT

STATE OF TEXAS  
COUNTY OF Tarrant

This instrument was acknowledged before me on April 16, 2016, by JACOB DeKOKER, in his capacity as President of JDIS INVESTMENTS, INC., a Texas corporation, on behalf of said corporation.

Summer Pack Powers  
NOTARY PUBLIC



PREPARED IN THE LAW OFFICE OF:  
BAIRD, CREWS, SCHILLER & WHITAKER, P.C.  
ATTN: MARSHA L. SCHILLER-LUNDE  
15 North Main Street  
Temple, Texas 76501  
[www.beswlaw.com](http://www.beswlaw.com)

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

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

**Document Number: 2016-16419**

**Recorded As : ERX-RECORDINGS**

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**Parties:**

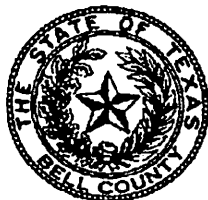
**Direct- JDJS INVESTMENTS INC**  
**Indirect- HATRICK VALLEY ESTATES**

**Receipt Number: 267165**  
**Processed By: Heather Ables**

(Parties listed above are for Clerks reference only)

\*\*\*\*\* 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".